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KATARINA BENZOVA

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES  
US, LLC; GUNDAM  
PRODUCTIONS, LLC; and,  
WATERHEAD INTERNATIONAL,  
INC.,

Plaintiffs,

v.

KATARINA BENZOVA,

Defendant

AND RELATED COUNTERCLAIM

Case No.: 2:23-CV-08968 FMO (Ex)

**JOINT APPENDIX OF EVIDENCE  
ON CROSS-MOTIONS FOR  
SUMMARY JUDGMENT**

Date: July 10, 2025

Time: 10:00 a.m.

Ctrm: 6D

Action Filed: October 24, 2023

Trial Date: September 16, 2025

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# Declaration of Fernando Lebeis

1                                    **DECLARATION OF FERNANDO LEBEIS**

2 I, Fernando Lebeis, declare:

3            1.        I am over the age of eighteen and a specially appearing third-party  
4 defendant in this action. I have personal knowledge of the facts set forth herein and, if  
5 called as a witness, can testify competently thereto.

6                                    **My Role with Guns N' Roses**

7            2.        Guns N' Roses is one of the most successful bands in rock and roll history,  
8 having sold over 100 million albums worldwide since forming in 1985. The band's  
9 "Not in This Lifetime..." tour, which spanned 2016-2019, was one of the highest-  
10 grossing tours in music history.

11           3.        When Guns N' Roses is on tour, it engages musicians, sound engineers,  
12 lighting technicians, roadies, and a variety of production and other personnel, including  
13 photographers, camera operators and videographers.

14           4.        One of those individuals, Katarina Benzova, is the Defendant, Counter-  
15 Claimant and Third-Party Plaintiff in this lawsuit.

16           5.        I have known the members of Guns N' Roses for more than 35 years, and  
17 have worked with Guns N' Roses for over 25 years. For the past 15 years, I have been  
18 the band's manager. I manage all aspects of the Guns N' Roses business, from branding  
19 to touring to music releases.

20                                    **The Parties**

21           6.        Plaintiffs and Counter Defendants Gundam Touring Services US, LLC  
22 ("Gundam Touring"), Gundam Productions, LLC ("Gundam Productions") and  
23 Waterhead International, Inc. ("Waterhead") are entities which managed certain Guns  
24 N' Roses concert tours.

25           7.        Third Party Defendants Axl Rose, Saul "Slash" Hudson and Andrew  
26 "Duff" McKagan are the lead musicians of Guns N' Roses. Mr. Rose is the lead  
27 singer; Mr. Duff is the lead guitarist; and Mr. McKagan is the bassist.

1 8. Third Party Defendant Team Brazil Management, Inc. is a management  
2 company.

3 9. I am the band manager for Guns N' Roses.

4 **The Written and Oral Agreements Between Benzova and Waterhead, Gundam**  
5 **Touring, and Gundam Productions**

6 10. Defendant, Counter-Claimant and Third-Party Plaintiff Katarina Benzova  
7 is a professional photographer. Benzova was the official tour photographer for Guns  
8 N' Roses for approximately twelve years, from 2010 – 2022.

9 **A. The 2010 Agreement**

10 11. On October 9, 2010, Plaintiff and Counter-Defendant Waterhead engaged  
11 Benzova as the official tour photographer for Guns N' Roses. Waterhead and Benzova  
12 entered into a written engagement agreement (the "2010 Agreement"), a true and  
13 correct copy of which appears at **Exhibit 101** to the Joint Appendix of Evidence. That  
14 agreement contains a work-for-hire provision which states, *inter alia*:

15 the "'Works' shall mean the artwork, photographs and all other results and  
16 proceeds of Artist's Services...[Benzova] acknowledges and agrees that  
17 [Waterhead] is and shall be the exclusive owner in perpetuity throughout  
18 the world of all right, title and interest in and to Works during and from  
19 the inception of their creation, including, without limitation, the  
20 worldwide copyrights therein and thereto and the exclusive right to  
copyright such Works in [Waterhead's] name, and to exercise all rights of  
the copyright proprietor thereof. In connection with the foregoing,  
[Benzova] acknowledges and agrees that each Work is a "work made for  
hire" within the meaning of the United States Copyright Act of 1976 and  
for the purpose of all other copyright laws throughout the world."

21 12. Benzova continued to serve as Guns N' Roses' official tour photographer  
22 under this agreement in 2010, 2011, 2012 and 2016. Whenever Guns N' Roses would  
23 start a new leg of a tour, a Guns N' Roses representative would contact Benzova and  
24 ask if she wanted to resume her role as tour photographer. When Benzova said yes, she  
25 would then provide services and be paid in accordance with the 2010 Agreement.

26 13. Benzova was paid in excess of \$48,000 pursuant to the 2010 Agreement.

27 ///

28 ///

1 **B. The 2016 Agreement**

2 14. On July 7, 2016, Benzova signed a “Crew Member Employment  
3 Memorandum” with Gundam Productions (the “2016 Agreement”) which had an  
4 effective date of “March 30, 2016 or upon first day of work,” a true and correct copy  
5 of which appears at **Exhibit 102** to the Joint Appendix of Evidence. This agreement  
6 also contains a “work-for-hire” provision which states as follows:

7 “You [i.e., Benzova] acknowledge and agree that the results and proceeds  
8 of your services rendered during the Term will be on a ‘work-for-hire’  
9 basis. We [i.e., Gundam Productions] shall own the copyrights and all  
10 intellectual property rights to all of the video and photographs created by  
11 you during the term of your employment. In addition, we [i.e., Gundam  
12 Productions] shall have the right, but not the obligation to use your name,  
13 likeness, voice and biographical material in connection with the results  
14 and proceeds of your services hereunder.”

15 15. Once again, after the 2016 Agreement was signed, whenever Guns N’  
16 Roses would start a new leg of a tour, a Guns N’ Roses representative would contact  
17 Benzova and ask if she wanted to resume her role as tour photographer. When Benzova  
18 said yes, she would then provide services and be paid in accordance with the prior  
19 written agreement.

20 16. Benzova was paid more than \$275,000 over the course of 2016-2022 by  
21 Gundam Productions.

22 **C. The 2021 Agreement**

23 17. On August 28, 2021, Benzova signed a “Crew Member Employment  
24 Agreement” with Gundam Touring (the “2021 Agreement”) which had an effective  
25 date of August 1, 2021, a true and correct copy of which appears at **Exhibit 103** to the  
26 Joint Appendix of Evidence. The 2021 agreement -- like the 2010 Agreement and the  
27 2016 Agreement -- contains a work-for-hire provision which states:

28 “You [i.e., Benzova] acknowledge and agree that the results and proceeds  
of your services rendered during the Term will be on a ‘work-for-hire’  
basis. We [i.e., Gundam Productions] shall own the copyrights and all  
intellectual property rights to all of the video and photographs created by  
you during the term of your employment. In addition, we [i.e., Gundam  
Productions] shall have the right, but not the obligation to use your name,  
likeness, voice and biographical material in connection with the results  
and proceeds of your services hereunder.”

1 18. As before, after the 2016 Agreement was signed, whenever Guns N’  
2 Roses would start a new leg of a tour, a Guns N’ Roses representative would contact  
3 Benzova and ask if she wanted to resume her role as tour photographer. When Benzova  
4 said yes, she would then provide services and be paid in accordance with the prior  
5 written agreements.

6 19. Benzova was paid more than \$125,000 over the course of 2017-2022 by  
7 Gundam Touring.

8 **D. Transportation, Hotel Accommodation, Per Diem and Other Incidentals**

9 20. While she was serving as the Guns N’ Roses official tour photographer,  
10 Benzova was issued a Guns N’ Roses crew pass on a lanyard that she wore around her  
11 neck or clipped to her clothing. The crew pass gave Benzova access the restricted areas  
12 at concert venues, such as cast and crew entrances, the backstage, dressing rooms, and  
13 other areas that are not open to the general public.

14 21. Benzova traveled with the band while it was on tour and was provided  
15 with transportation (airfare, bus, and taxi or car service), hotel accommodations, and a  
16 per diem allowance for personal expenses, in addition to the more than \$450,000 in  
17 compensation she received.

18 22. Benzova also enjoyed many of the “freebies” available to cast and crew  
19 members, such as catered meals, cast parties, use of the band’s hair and makeup  
20 personnel, sponsored recreational outings, and gifts given to members of the crew by  
21 members of the band and service providers.

22 **E. Benzova’s Duties as Official Guns N’ Roses Tour Photographer**

23 23. As the official tour photographer for Guns N’ Roses, Benzova was  
24 required to attend concerts and take pictures of members of the band while they were  
25 on tour, including while they were performing on stage at concerts, while they were off  
26 stage, and backstage. In addition, Ms. Benzova was responsible for taking pictures on  
27 off days, special occasions, at personal appearances during the tour, etc.

28



1        24. Benzova's duties were limited to taking photographs. Later she became  
2 responsible for capturing and editing some video footage, too. Photographs (and later  
3 video footage) were the reason Guns N' Roses hired Benzova, and that is what she did.

4 **F. Benzova Delivered Photographs She Took to Guns N' Roses**

5        25. Benzova was not engaged to simply be present at concert venues with a  
6 camera – she was hired to take photographs so that the band and its representatives  
7 could use those photographs. Guns N' Roses was paying Benzova for pictures - not for  
8 her presence.

9        26. Accordingly, after Benzova was finished taking photographs of an event,  
10 she would reach out to all parties associated with the principals for approvals of the  
11 photographs, *i.e.*, she would make sure that each particular photo was acceptable to the  
12 principals who appeared in the photo. Benzova would then upload the photographs to  
13 a Guns N' Roses Dropbox account, and create a sub-folder containing the approved  
14 photographs, with and without watermarks.

15        27. After Benzova uploaded the photographs to the Dropbox account,  
16 representatives of Guns N' Roses would use them for whatever they saw fit. That was  
17 the nature of the parties' business relationship, and it is why Benzova was hired.

18        28. In general, when Guns N' Roses was asked to provide a photograph, we  
19 would tell Benzova what we needed, and she would help us select the most suitable  
20 photograph.

21        29. Sometimes magazines and websites would give Benzova credit for  
22 photographs, and sometimes they wouldn't – *i.e.*, when credit was given, an annotation  
23 such as "photo by Katarina Benzova" would be placed directly below the photograph  
24 on the page of the publication or the website. That was up to the publication. Sometimes  
25 Benzova would ask for credit herself, and the publication would agree or refuse.  
26 Sometimes Benzova would ask me to ask a publication to give her credit, and I'd relay  
27 that request. Sometimes these requests were granted, and sometimes not; I'd  
28 communicate the answer to Benzova either way. But the business relationship did not

1 require that Benzova be given credit for all of her photographs, and over the years some  
2 of the photographs were credited to Benzova and some weren't.

3 **G. Guns N' Roses Used and Licensed the Photographs as it Saw Fit**

4 30. Some of the photographs Benzova was hired to take were distributed to  
5 third parties. For example, sometimes magazines or websites who were running a story  
6 on Guns N' Roses would request a recent photograph of the band, and Guns N' Roses  
7 representatives would supply a photograph and give the publication permission to  
8 reprint it.

9 31. Other photographs were used by Guns N' Roses itself. Guns N' Roses  
10 mainly used Benzova's photographs to stay in touch with fans, show the previous  
11 concert and give people a glimpse of what they just watched or missed. Benzova's  
12 photos generally weren't used to advertise future shows.

13 32. When Guns N' Roses representatives used a particular photograph taken  
14 by Benzova during her tenure as the band's official tour photographer, it did not  
15 negotiate an agreement with Benzova for the use of that photograph, or otherwise  
16 obtain her permission or consent. That was the nature of the parties' business  
17 relationship, and it is why Benzova was paid for the use of the photographs she took –  
18 so that Guns N' Roses could use the photographs as needed, and as it saw fit.

19 33. When Guns N' Roses representatives would give a third party (such as a  
20 magazine or a website) permission to use a photograph taken by Benzova, Benzova  
21 was not asked to consent to this, and the parties' business relationship did not require  
22 Benzova to be paid any additional fee.

23 34. Once Benzova started capturing video footage, and Guns N' Roses gave  
24 video footage to a third party, I would occasionally ask the third party to pay Benzova  
25 a fee for the footage. I did this to help Benzova out and try to get her some extra money.  
26 I was just being nice and wasn't obligated do it. I don't recall how many times this  
27 happened; I don't think it happened very often.  
28

1        35. If I ever asked a third party to pay a fee for one of Benzova's still  
2 photographs, it was for the same reason – I was trying to help her out and get her some  
3 extra money. I honestly don't remember if this ever happened. My off-the-cuff estimate  
4 is that Benzova took tens of thousands of Guns N' Roses photos over the years. Again,  
5 as stated above, our business relationship didn't require Benzova to be paid a fee for  
6 use of an individual photograph, and if this happened a few times, it was a case-by-  
7 case exception to our agreement – it was not the rule.

8 **H. Benzova Was Aware that Guns N' Roses Was Using and Licensing the**  
9 **Photographs**

10        36. As stated above, Guns N' Roses representatives would often ask Benzova  
11 to help them select a particular photograph for a given use. Benzova would offer  
12 suggestions, after being told that the photograph was to be distributed to the public or  
13 licensed to third parties, and thus had firsthand personal knowledge that Guns N' Roses  
14 was using and licensing the photographs she had taken.

15        37. Several photographs taken by Benzova were widely circulated; for  
16 example, a photograph of Axl Rose taken by Benzova appeared on the cover of a 2014  
17 issue of Revolver magazine. **Exhibit 104** to the Joint Appendix of Evidence is a true  
18 and correct copy of that photograph.

19        38. Other photographs were used on the band's official website, and on the  
20 website of the official fan club.

21        39. Representatives of Guns N' Roses did not "conceal" their use of the  
22 photographs from Benzova, or took any steps to "hide" this from her.

23        40. Until she sent a pre-litigation demand before filing this lawsuit, Benzova  
24 did not object to Guns N' Roses' use of the photographs she took as the band's official  
25 tour photographer.

26        41. The presence of a photographer on tour was mostly a luxury, not a  
27 business necessity, and the cost of carrying a photographer didn't provide a good return  
28

1 on investment. It was convenient to have an official photographer, and Ms. Benzova  
2 was a loyal member of our touring crew. That is the main reason why she was kept on.

3 **I. The Placement of Guns N’ Roses Watermarks on Photos Taken by**  
4 **Benzova as the Official Tour Photographer.**

5 42. When Benzova uploaded photographs she captured on tour to the Guns  
6 N’ Roses Dropbox account, she would add Guns N’ Roses watermarks to some but not  
7 to others. **Exhibit 105** to the Joint Appendix of Evidence is a true and correct copy of  
8 a photograph containing a translucent “Guns N’ Roses” logo watermark, so that the  
9 Court can see what it looks like.

10 43. When Benzova uploaded photographs she captured on tour to the Guns  
11 N’ Roses Dropbox account, she would add Guns N’ Roses watermarks to some but not  
12 to others.

13 44. Benzova has claimed that Guns N’ Roses representatives removed  
14 watermarks from her photograph. Benzova is the only person who added or removed  
15 watermarks. If a Guns N’ Roses representatives asked Benzova to remove a  
16 watermark, Benzova complied with these requests and voluntarily removed those  
17 watermarks herself.

18 45. The band’s watermark logo is not a copyright notice. It isn’t a way to  
19 claim ownership either, it’s more of a means to keep track of where photographs were  
20 copied from or used when reposted by fans etc.

21 46. Benzova has also claimed that the Guns N’ Roses website states that it  
22 owns the copyright in her photographs. The website does not say that. **Exhibit 106** to  
23 the Joint Appendix of Evidence is a true and correct copy of the website’s terms and  
24 conditions page, at <https://www.gunsnroses.com/terms>. The website actually says “the  
25 Site and all ... photographs ... are owned by us *or our licensors*.” (Emphasis added.)

26 47. When Guns N’ Roses representatives used photographs taken by Benzova  
27 as the band’s official tour photographer, I believed that the business arrangement with  
28

1 Benzova gave them the right to do so. I don't recall ever telling Benzova that Guns N'  
2 Roses "owned the copyright" to her photographs – I am a band manager, not a lawyer.

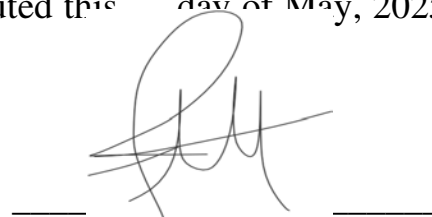
3 48. I certainly believed (and still believe) that Guns N' Roses had a right to  
4 use and distribute the photographs that Benzova was paid to take as the band's official  
5 tour photographer. It's possible that I said something like that to Benzova – *i.e.*, I may  
6 have told her that Guns N' Roses had a right to use and distribute her photographs, or  
7 that Guns N' Roses owned the photographs she took as the official photographer. If I  
8 did say that, I stand by it. Again, Guns N' Roses had a right to do as it wished with the  
9 pictures that Benzova was hired to take.

10 **Third Party Defendants Rose, Hudson and McKagan Played No Role in**  
11 **Licensing Photographs**

12 49. Benzova has named Axl Rose, Saul "Slash" Hudson and Andrew "Duff"  
13 McKagan as Third-Party Defendants. As stated above, Mr. Rose is the lead singer of  
14 Guns N' Roses; Mr. Hudson is the lead guitarist; and Mr. McKagan is the bassist.

15 50. Mr. Rose, Mr. Hudson and Mr. McKagan are musicians. They did not play  
16 any role in negotiating of the written 2010, 2016 and 2021 agreements Benzova entered  
17 into with Waterhead, Gundam Productions and Gundam Touring.

18  
19  
20 I declare under penalty of perjury under the laws of the United States of America  
21 that the foregoing is true and correct. Executed this \_\_\_\_\_ day of May, 2025 at Incheon,  
22 South Korea.

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Fernando Lebeis

# Declaration of John Junegar

1                                   **DECLARATION OF JOHN JUNEGAR**

2       I, John Juenger, state and declare as follows:

3               1.       I am an attorney with Gutman Law, counsel for Plaintiffs and Counter-  
4 Defendants Gundam Touring Service US, LLC, Gundam Productions, LLC and  
5 Waterhead International, Inc., and Third-Party Defendant Team Brazil Management,  
6 Inc. in this action. I have personal knowledge of the facts stated in this declaration and  
7 am competent to testify to them.

8               2.       In her motion for summary judgment, Defendant, Counter-Claimant and  
9 Third-Party Plaintiff Katarina Benzova (“Benzova”) argues: “Discovery provided on  
10 April 30, 2025 contains none of the communications with third-parties identified in  
11 the Benzova’s Counterclaim. The discovery order also compelled production of  
12 (i)accounting records; (ii) company policy and procedure; and (iii) all agreements  
13 presented to Benzova agreements- all of which are materially absent.” Benzova further  
14 contends: “Plaintiffs failed to produce: (1) all communications with third parties  
15 identified in the Counterclaim that reproduced the pictures at hand; (2) all referenced  
16 agreements that were presented to Benzova, both signed and unsigned; (3) Plaintiffs  
17 [*sic*] ‘media, TV & Photo Guidelines’; (4)financial records specifically requested and  
18 ordered by the Court.”

19               3.       Those statements are false. The April 30, 2025 production included  
20 communications with third-parties Bates-stamped PLAINTIFFS 85-108 and 240-258,  
21 and accounting and invoices records relating to photographs Benzova was paid to take  
22 at PLAINTIFFS 109-110, 115, 121 and 239. Plaintiffs also recently produced a  
23 summary of revenues from the Guns N’ Roses website Bates-stamped PLAINTIFFS  
24 261-263. With respect to the only two document requests that mention policies or  
25 procedures [REQUEST FOR PRODUCTION NOS. 78 [*sic*] and 121], both responses  
26 state no responsive documents existed. Benzova did not propound a document request  
27 for “media, TV & Photo Guidelines.” Plaintiffs produced documents responsive to the  
28 requests for documents presented to Benzova with the initial production on October

1 18, 2024, Bates-stamped PLAINTIFFS 1-84.

2  
3 I declare under penalty of perjury under the laws of the United States that the  
4 foregoing is true and correct.

5 Executed this 19<sup>th</sup> day of May, 2025 at Manhattan Beach, California.

6  
7 /s/ John Juenger  
8 John Juenger  
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# Declaration of Matthew E. Hess

**DECLARATION OF MATTHEW E. HESS**

I, Matthew E. Hess, declare:

1. I am an attorney licensed to practice before all state and federal courts in California and of counsel to Gutman Law, the attorneys of record for all Plaintiffs, all Counter-Defendants, and specially appearing Third Party Defendant Fernando Lebeis. I have personal knowledge of the facts set forth herein and, if called as a witness, can testify competently thereto.

2. **Exhibit 107** to the Appendix of Evidence is a true and correct copy of the April 14, 2025 Objections to Notice of Deposition of Axl Rose.

3. **Exhibit 108** to the Appendix of Evidence is a true and correct copy of the April 21, 2025 Objections to Notice of Deposition of Fernando Lebeis.

4. **Exhibit 109** to the Joint Appendix of Evidence is a true and correct copy of an April 28, 2025 exchange of e-mail messages between Matthew E. Hess, Esq., counsel for Plaintiffs, Counter-Defendants and Specially Appearing Third Party Defendant Fernando Lebeis, and Zach Rosenblatt, Esq., counsel for Defendant, Counter-Claimant and Third Party Plaintiff Katarina Benzova.

5. When Benzova served Plaintiffs with her portion of the summary judgment papers, she did not provide us with any copy of Exhibit O.

6. **Exhibit 110** attached hereto is a true and correct copy of e-mail messages produced by Defendant Katarina Benzova in discovery.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 19<sup>th</sup> day of May, 2025 at Los Angeles, California.



Matthew E. Hess

# Declaration of Shaina Danziger

**Zach Rosenblatt (SNB# 345034)**  
**ZSR LAW**  
406 Broadway, #125  
Santa Monica CA 90401  
Telephone: (310)-529-1213  
Email: zachsrosenblatt@gmail.com  
Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

GUNDAM TOURING SERVICES US  
LLC; GUNDAM PRODUCTIONS,  
LLC; AND WATERHEAD  
INTERNATIONALL, INC.,

Plaintiff, Counter-Defendant

vs.

KATARINA BENZOVA,

Defendant, Counterclaimant

vs.

GUNS N ROSES, TEAM BRAZIL  
MANAGEMENT INC, FERANDO  
LEBEIS, AXL ROSE, SAUL HUDSON,  
MICHAEL ANDREW "DUFF"  
MCKAGAN

Third Party Defendants

Case No.:2:23-cv-08968-FMO

**DECLARATION OF SHAINA  
DANZIGER**

**DECLARATION OF SHAINA DANZIGER**

I, Shaina Danziger declare as follows:

1. On or about May 5, 2018, I received an alarming call from Katarina Benzova. She called me from Los Angeles. I know Kat very well, we have spoken on the phone hundreds of times, and, on this call, I clearly sensed she was under heavy stress. During this call, which happened right after the incident, Kat informed me that Fernando Lebeis had made unwelcome sexual advances toward her after a Guns N' Roses event. She described how he had attempted to kiss her against her will, made appalling advances, and made inappropriate comments.
2. When she spoke to me, there was a short burst in her voice, and I knew immediately that this event had disrupted her life. Kat's voice was frightened and loud, which is why I can't forget it. I knew she was frazzled and strained as she spoke of about Fernando's appalling advances. Kat expressed concern about how reporting this incident might affect her work situation since Fernando was in a position of authority over her. She also indicated that Fernando had exhibited problematic behavior toward her on numerous other previous occasions.

I declare under penalty of perjury under the laws of the California that the foregoing is true and correct.

Executed on this 19th day of May, 2025, at Los Angeles, California.

/s/  Shaina Danziger (May 19, 2025 09:53 EDT)

SHAINA DANZIGER

#0724

APPETITE FOR DISCUSSION

www.a-4-d.com

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# 8.30 5.18.2025 Declaration of Shaina Danziger

Final Audit Report

2025-05-19

Created:	2025-05-19
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## "8.30 5.18.2025 Declaration of Shaina Danziger" History

-  Document created by Zach Rosenblatt (zachsrosenblatt@gmail.com)  
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-  Document emailed to shainadanziger@gmail.com for signature  
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-  Signer shainadanziger@gmail.com entered name at signing as Shaina Danziger  
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# Declaration of Katarina Benzova



**DECLARATION OF KATARINA BENZOVA**

I, Katarina Benzova, declare as follows:

1. I am a professional photographer who worked with numerous bands including Guns N' Roses, AC/DC, Aerosmith, and others. I worked with Guns N' Roses from 2010-2022. I was never an employee of Plaintiffs. I am an independent contractor. English is not my first language.
2. Throughout my career, I always insisted on written agreements specifying use rights, time periods, and ownership—standard industry practice to protect intellectual property.
3. During the times I was not given written contracts, I did not believe I was signing away any rights. Furthermore, I never signed off for any of the third-party uses as set forth in my counterclaim. As a result of the third-party use, I have been unable to monitor the use of my photographs, control who my licensees are, and control the manner and quality in how my work is presented. I have also never been paid for these unauthorized uses of my photos.
4. Despite Plaintiffs' refusal from mid-2016 to late 2021, I repeatedly insisted on written contracts. Fernando Lebeis refused to provide contracts..
5. During this time Fernando repeatedly misrepresented that Plaintiffs owned my photographs.
6. In addition to all this, Fernando sexually harassed me throughout the time I worked with him.
7. I discovered the extent of infringement when Plaintiffs finally asked permission for certain uses. I am aware of numerous unauthorized uses of my work, including but not limited to Ernie Ball guitars, HYT watches, tour

1 books, Fender Guitar deals, Peterson Car Museum exhibit, and  
2 Nighttrain subscription service.

3  
4 I declare under penalty of perjury under the laws of the California that the  
5 foregoing is true and correct. I have read the motion, the exhibits are true and correct  
6 copies, and everything therein is true to the best of my knowledge.

7  
8 Executed on this 5th day of May 2025, at Los Angeles, California.

9  
10 /s/

11 KATARINA BENZOVA  
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# Declaration of Doug Goldstein

In re Benzova v. GUNS N ROSES, et al . Case #2:23-cv-09538-FMO(ex)

**DECLARATION OF DOUG GOLDSTEIN.**

I, Doug Goldstein, hereby declare:

1. I am the former manager of Guns N' Roses for 17 years, 1987- 2004.

2. I know Fernando Lebeis, firsthand, and have known him for many years.

3. I have known Fernando Lebeis since 1992.

4. During such time I observed many troubling patterns of behavior exhibited by Fernando Lebeis.

5. I have witnessed firsthand numerous specific instances of inappropriate sexual behavior by Fernando Lebeis.

6. Fernando Lebeis has showed a pattern of behavior of not respecting people's boundaries.

7. He (Lebeis) generally showed an attitude of being "above the law", that somehow the law, customs, and ways of human decency did not apply to him.

8. He attempted to "flirt with everyone", and would often cause great animosity in others while doing so.

9. He was known for being "overly" flirtatious.

10. He attempted to flirt with and sexualize many people who worked with/ near Guns N' Roses ("GNR").

11. Once specific instance where he went too far was with the touring masseuse, Sabrina Okamoto.

12. Often this strange behavior – where Fernando acted in an inappropriate sexual manner- would be in front of Axl Rose.

DECLARATION OF DOUG GOLDSTEIN

In re Benzova v. GUNS N ROSES, et al . Case #2:23-cv-09538-FMO(ex)

1 13. Therefore, there was knowledge of Fernando's inappropriate behavior, however I  
2 never saw any action taken against Lebeis for such behavior.

3 14. Furthermore, as to Fernando Lebeis' character, I believe Fernando is a "con man"  
4 that participated/participates in habitual disingenuous and deceptive behavior.

5 15. I believe he takes "liberties" with principals' money.

6 16. Furthermore, I do not believe Fernando Lebeis is fit to be the manager of a band  
7 that is the size and status Guns N' Roses ("GNR").

8 17. I am an experienced music manager.

9 18. The principal purpose of the manger is to protect the principals and their interests.

10 19. Music managers often work with business managers, attorneys, and agents on  
11 behalf of their clients.

12 20. Whenever I had to deal with photographic copyrights for/with/involving GNR I  
13 would also work hand in hand with the band's attorney to ensure all copyright laws were in  
14 order and no one rights were being infringed upon.

15 21. The purpose of doing so is to make sure all "i's are doted, and t's are crossed".  
16 Doing so protects the band.

17 22. When dealing with photographic copyrights I knew I had to work hand in hand  
18 with an attorney because I knew written contracts were necessary to acquire copyrights.

19 23. However, I believe, Fernando Lebeis is unqualified to be a music manager  
20 because of the complexities that come with dealing with a band of the size and status of GNR.

21 24. I believe Fernando Lebeis is incompetent as a music manager.

In re Benzova v. GUNS N ROSES, et al . Case #2:23-cv-09538-FMO(ex)

25. I believe the only reason he attained the position as manager is because of his mother, Beta Lebeis, and her relationship with Axl Rose. I do not believe Fernando Lebeis's position as manager of GNR is based on his own merits.

26. In my experience, as GNR manager, there was a practice of trying to obtain photographic copyrights after they were taken.

27. As manager of GNR, I oversaw the acquisition of copyrights in photographs taken of the band.

28. For example, such business practice involved the photographs of Robert John, whereby Axl Rose would "buy out" John's photographs after they are taken.

29. As manager of the band, it was my duty, when handling such transactions involving photographic copyrights, "to make sure all t's were crossed and all ducks were in a row." This was within my scope of duties as manager, and it known to be an important task that required specialized knowledge of copyright and the help of an attorney.

I declare under penalty of perjury pursuant to the laws of the State of California and the State of Florida that the foregoing is true and correct.

Executed this Dg<sup>th</sup> day of November at 7pm.

  
Doug Goldstein (Nov 18, 2023 19:35 EST)  
DOUG GOLDSTEIN

DECLARATION OF DOUG GOLDSTEIN






# 11.18.2023 PDF To SIGN DECLARATION OF DOUG GOLDSTEIN w: Okomoto

Final Audit Report

2023-11-19

Created:	2023-11-18
By:	Zach Rosenblatt (zachsrosenblatt@gmail.com)
Status:	Signed
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## "11.18.2023 PDF To SIGN DECLARATION OF DOUG GOLDSTEIN w: Okomoto" History

-  Document created by Zach Rosenblatt (zachsrosenblatt@gmail.com)  
2023-11-18 - 7:55:30 PM GMT
-  Document emailed to Doug Goldstein (doug.goldstein1@gmail.com) for signature  
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-  Agreement completed.  
2023-11-19 - 0:35:11 AM GMT

# Declaration of Bob Gordon



**Zach Rosenblatt (SNB# 345034)**  
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Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

**GUNDAM TOURING SERVICES US  
LLC; GUNDAM PRODUCTIONS,  
LLC; AND WATERHEAD  
INTERNATIONALL, INC.,**

**Plaintiff, Counter-Defendant**

**vs.**

**KATARINA BENZOVA,**

**Defendant, Counterclaimant**

**vs.**

**GUNS N ROSES, TEAM BRAZIL  
MANAGEMENT INC, FERANDO  
LEBEIS, AXL ROSE, SAUL HUDSON,  
ANDREW MCKAGAN**

**Third Party Defendants**

**Case No.:2:23-cv-08968-FMO**

**DECLARATION OF EXPERT  
WITNESS BOB GORDON IN  
SUPPORT OF KATARINA  
BENZOVA**

**DECLARATION OF BOB GORDON**

I, Bob Gordon, declare as follows:

1. I have approximately 50 years of experience in the commercial photography, videography, and commercial production industry.
2. Throughout my career, I have worked with over 200 Fortune 500 companies, established the production company Bob Gordon Films ( [www.bobgordonfilms.com](http://www.bobgordonfilms.com) ), authored publications in the field, and developed extensive knowledge and expertise in production practices and copyright law compliance.
3. Based on my professional experience and expertise, it is my unequivocal conclusion that Fernando Lebeis, Guns N' Roses, and their affiliated companies have grossly deviated from acceptable industry standards and have contravened numerous fundamental principles of copyright law with conscious disregard for the law.
4. In the production industry, it is an inexcusable and gross deviation from industry standards to use any photograph for any commercial purpose or commercial production without the explicit written permission of the photographer. Any professional who violates this principle demonstrates themselves to be an unreliable manager acting with conscious disregard for the law.
5. Throughout my extensive career, I have never used a photograph without explicitly confirmed written permission from the photographer. This practice is not merely a best practice but an absolute requirement that every competent production director must adhere to without exception.
6. Furthermore, it is absolutely prohibited in the industry to use a photograph based on an oral sublicense. Any manager who engages in such practice is demonstrating a conscious disregard for the law, as there is no verification



1 against copyright infringement and it creates indefensible legal exposure. No  
2 reasonable professional would ever conclude that the "risk" is worth any  
3 potential "reward."

4 7. There is no credible explanation why any reliable manager would fail to use  
5 written agreements for photographs with commercial value that are to be used  
6 by third parties. Such a practice represents an unconscionable disregard for  
7 established legal protocols and would be professionally suicidal to any  
8 commercial production.

9 8. The Plaintiffs' assumption that they could "acquire" copyrights without  
10 explicitly written agreements is ludicrous and has no basis in industry practice  
11 or copyright law. Misrepresenting ownership on such a pernicious basis  
12 constitutes a gross violation of industry standards and is a clear demonstration  
13 of willful infringement.

14 9. This willful infringement is particularly egregious coming from sophisticated  
15 actors with years of experience in dealing with copyrightable items. Such  
16 actors should be held to an even higher standard of compliance, as they cannot  
17 credibly claim ignorance of these fundamental requirements.

18 10. I would never, under any circumstances, sublicense any photograph orally or  
19 without the explicit written permission from the photographer. Any  
20 professional who would do so is acting with conscious disregard for the law  
21 and industry standards, and ought to know better.

22 11. Failure to obtain explicit written permission to use a photograph for a  
23 particular commercial purpose is not merely negligent but represents a  
24 conscious choice to disregard legal requirements, effectively inviting  
25 copyright infringement claims.  
26  
27  
28

1 I declare under penalty of perjury that the foregoing is true and correct.

2  
3 Executed on April 11, 2025, in Los Angeles California.

4  
5 

6 **Bob Gordon**  
7 **Commercial Production Professional**

**Zach Rosenblatt (SNB# 345034)**  
**ZSR LAW**  
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Santa Monica CA 90401  
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Email: zachrosenblatt@gmail.com  
Attorney for Defendant, KATARINA BENZOVA

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

**GUNDAM TOURING SERVICES US  
LLC; GUNDAM PRODUCTIONS,  
LLC; AND WATERHEAD  
INTERNATIONALL, INC.,**

**Plaintiff, Counter-Defendant**

**vs.**

**KATARINA BENZOVA,**

**Defendant, Counterclaimant**

**vs.**

**GUNS N ROSES, TEAM BRAZIL  
MANAGEMENT INC, FERANDO  
LEBEIS, AXL ROSE, SAUL HUDSON,  
MICHAEL ANDREW "DUFF"  
MCKAGAN**

**Third Party Defendants**

**Case No.:2:23-cv-08968-FMO**

**EXPERT WITNESS REPORT OF  
BOB GORDON**



## **EXPERT WITNESS REPORT OF BOB GORDON**

Bob Gordon Films  
(305) 213-6484  
[bob@bobgordonfilms.com](mailto:bob@bobgordonfilms.com)  
[www.bobgordonfilms.com](http://www.bobgordonfilms.com)

### **I. INTRODUCTION**

I, Bob Gordon, have been retained as an expert witness by Katarina Benzova in the matter of Gundam Touring Services US LLC et al. v. Katarina Benzova. I have been asked to provide my expert opinion on several aspects related to the photographs taken by Ms. Benzova of the band Guns N' Roses. This report outlines my findings and professional opinions based on my extensive experience in photography, videography, the book I authored, and commercial directing in the advertising industry.

### **II. QUALIFICATIONS**

I am the owner of Bob Gordon Films and have decades of experience as a photographer, videographer, and commercial director in the advertising space. I am the author of the book "Global Cause Marketing" and have worked extensively with photographs and their uses in the commercial space. My expertise includes understanding industry standards, copyright practices, and the valuation of photographic works.

### **III. EXPERT OPINIONS**

Based on my review of the materials provided and my professional experience, I offer the following expert opinions:

#### **1. Significant Value of the Photographs**

1 The photographs of Guns N' Roses taken by Katarina Benzova possess  
2 significant value in the marketplace. These images capture iconic moments of one  
3 of the most renowned rock bands in history, making them highly desirable for  
4 various commercial and promotional uses. The quality, composition, and subject  
5 matter of these photographs contribute to their substantial market value.

## 6 **2. Multitude of Uses Across Market Sectors**

7  
8 The copyright of these photographs has potential applications across  
9 numerous sectors of the marketplace. Photographs inherently have multiple uses  
10 across numerous marketplaces These uses may include, but are not limited to:

- 11 • Music industry promotions and album artwork
- 12 • Concert and tour advertising
- 13 • Merchandise (t-shirts, posters, etc.)
- 14 • Music magazines and publications
- 15 • Online media and fan sites
- 16 • Documentary films and music biographies
- 17 • Advertising campaigns for brands associated with rock music or the band's  
18 image
- 19 • Books
- 20 • Original Works In connection with Derivative Visual Arts
- 21 • Fine Art
- 22 • Placement in other commercials and/or shows
- 23 • Licensing for documentary or other audio/visual purposes
- 24 • Book placement

25 The versatility of these images significantly enhances their overall value and  
26 potential for generating revenue. It is universally recognized, well established, and  
27 incontrovertible that there is a causal nexus between images and revenue generated  
28 therefrom. The advertising industry is based on this fact.

## 29 **3. Contribution to Revenue Generation**

30 It is my professional opinion that these photographs played a significant role  
31 in contributing to increases in revenue in connection with the concerts and



1 advertising campaigns in which they were reproduced. High-quality, compelling  
2 imagery is crucial for effective promotion and marketing in the music industry. My  
3 experience and professional conclusion is these photographs:

- 4 • Increased ticket sales by creating excitement and anticipation for concerts
- 5 • Enhanced the visual appeal of advertising campaigns, leading to greater  
6 engagement and conversion rates
- 7 • Added value to merchandise, potentially increasing sales volumes and prices
- 8 • Contributed to the overall brand image and marketability of Guns N' Roses

#### 9 **4. Improper Vetting and Copyright Infringement**

10 Based on industry standards and best practices, it is my opinion that these  
11 photographs were not properly vetted by third parties before they were reproduced  
12 without the explicit consent of the author/copyright holder. Proper vetting would  
13 typically involve:

- 14 • Verifying the source and ownership of the images.
- 15 • Obtaining written permission or licenses for use
- 16 • Conducting due diligence to ensure no copyright infringement
- 17 • Entrusting only those knowledge of copyright law to perform such tasks

18 The failure to properly vet these images suggests a lack of adherence to  
19 standard industry practices for copyright compliance. As a result, it is rational to  
20 conclude that the plaintiffs wrongly held out, represented, and/or warranted that they  
21 were the owners of the copyright of the work in question when, in fact, they were  
22 not  
23

#### 24 **5. Multitude Of Instances And Facts As Whole Demonstrate** 25 **Egregious And Willful Infringement**

26 The combination of factors presented in the previous responses strongly  
27 indicates willful and egregious copyright infringement by the plaintiffs. This  
28 conclusion is supported by several key elements:



### **Extensive Industry Experience and Knowledge**

The plaintiffs, as established entities in the music industry with over 30 years of experience, possess a deep understanding of copyright law, licensing practices, and image rights. Their long-standing engagement with professional photographers, album artwork, and tour imagery demonstrates a clear awareness of the value and legal protections associated with photographic works.

### **History of Legal Encounters**

Throughout their career, Guns N' Roses and their management have been involved in multiple legal disputes, including cases related to intellectual property. This litigation history showcases their familiarity with the legal implications of using copyrighted materials.

### **Repeated Exploration of Photographic Copyrights**

For more than three decades, the plaintiffs have extensively explored and utilized photographic copyrights in various aspects of their career, including:

- Commissioning official band photos
- Creating album artwork
- Producing tour imagery
- Negotiating image rights for promotional materials

This ongoing engagement with visual media copyright issues indicates a sophisticated understanding of the legal landscape surrounding photographic works.

### **Adaptation to Digital Era Copyright Challenges**

As the music industry transitioned into the digital age, the plaintiffs would have had to adapt to new copyright challenges, including:

- Social media policies for fan-shared content
- Digital rights management for streaming platforms
- Addressing unauthorized use of their brand and imagery online

1 This adaptation process would have further educated them on evolving  
2 copyright practices and standards.

3 **Pattern of Disregard for Proper Vetting**

4 Despite their extensive knowledge and experience, the plaintiffs demonstrated  
5 a pattern of failing to properly vet Ms. Benzova's photographs before use. This  
6 behavior suggests a conscious choice to ignore established copyright laws and  
7 industry standards, rather than isolated incidents of oversight.

8 **Calculated Risk-Taking Approach**

9 The combination of the plaintiffs' extensive experience, prior legal encounters,  
10 and deep involvement with photographic copyrights makes their failure to properly  
11 vet and license these images particularly egregious. It suggests a calculated risk-  
12 taking approach to copyright infringement, likely based on the assumption that their  
13 actions would go unchallenged or that the benefits of using the images outweighed  
14 potential legal consequences.

15 **Disregard for Creator's Rights**

16 By repeatedly using Ms. Benzova's photographs without proper attribution or  
17 licensing, the plaintiffs demonstrated a blatant disregard for the rights of content  
18 creators. This behavior is especially reprehensible coming from artists who have  
19 benefited from copyright protections throughout their own careers. In conclusion,  
20 the plaintiffs' actions demonstrate a willful and egregious pattern of copyright  
21 infringement. Their extensive industry experience, prior legal encounters, repeated  
22 exploration of photographic copyrights, and adaptation to digital-era challenges all  
23 contribute to a clear understanding of copyright law. The failure to properly vet and  
24 license Ms. Benzova's photographs, despite this knowledge, indicates a deliberate  
25 and calculated disregard for established legal and ethical standards in the industry.  
26 Such behavior from industry veterans with this level of expertise underscores the  
27 need for significant legal consequences to deter similar actions in the future.  
28



**V. CONCLUSION**

In summary, the photographs taken by Katarina Benzova of Guns N Roses have significant market value, possess a wide range of potential uses across various sectors, and likely contributed substantially to revenue generation in concerts and advertising campaigns. Furthermore, the apparent lack of proper vetting before reproduction indicates a failure to adhere to industry standards for copyright compliance, supporting the conclusion that the plaintiffs misrepresented their ownership of the copyrights.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief

  
Bob Gordon  
May 5, 2024

# Declaration of Phil Lammond

**Zach Rosenblatt (SNB# 345034)**  
**ZSR LAW**  
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Santa Monica CA 90401  
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Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

**GUNDAM TOURING SERVICES US  
LLC; GUNDAM PRODUCTIONS,  
LLC; AND WATERHEAD  
INTERNATIONALL, INC.,**

**Plaintiff, Counter-Defendant**

**vs.**

**KATARINA BENZOVA,**

**Defendant, Counterclaimant**

**vs.**

**GUNS N ROSES, TEAM BRAZIL  
MANAGEMENT INC, FERANDO  
LEBEIS, AXL ROSE, SAUL HUDSON,  
ANDREW MCKAGAN**

**Third Party Defendants**

**Case No.:2:23-cv-08968-FMO**

**DECLARATION OF EXPERT  
WITNESS PHILLIP LAMOND IN  
SUPPORT OF KATARINA  
BENZOVA**



**DECLARATION OF PHILLIP LAMOND**

I, Phillip Lamond, declare as follows:

1. I am writing this declaration to provide my professional opinion regarding the conduct of Fernando Lebeis in his management capacity related to Ms. Katarina Benzova's photographic works. I am a music manager with over thirty years of experience in the industry. I am intimately familiar with the standards and practices expected of professionals in our field.
2. Based on my extensive experience and expertise in the music industry, it is my professional conclusion that Fernando Lebeis has grossly deviated from the standard of care expected of a band manager as exhibited in the industry. This deviation manifests in several concerning ways that I feel compelled to address.
3. First and foremost, it is universally understood within the music management profession that written agreements are absolutely required for any use of photographic copyright. This represents one of the most fundamental practices in our industry, particularly when dealing with creative works that have significant commercial value. The failure to secure proper written agreements for the use of Ms. Benzova's photographic works constitutes a severe breach of professional standards.
4. In my professional experience, no reasonable band manager would operate under the assumption that they have ownership rights to any copyright without a signed written agreement explicitly transferring such rights. This principle is so firmly established in our industry that Mr. Lebeis's apparent disregard for it cannot be viewed as a simple oversight but rather as a significant deviation from standard practice.
5. Additionally, sexually harassing employees, licensors, or any other professional contacts represents a gross deviation from acceptable

1 management practices. Such behavior not only violates basic ethical standards  
2 but also undermines the trust and professional relationships necessary for  
3 successful operations in the music industry. In particular, the conspicuously  
4 revolting conduct of Mr. Lebeis included sending Ms. Benzova a picture  
5 of a condom, asking her to sleep with him, and trying to get into her  
6 bedroom to drink at 6:00 am in the morning. SEE EXHIBIT 1. This  
7 conduct is glaringly inappropriate and a clear deviation from standard practice  
8 of an ethical and competent band manager.

- 9
- 10 6. If Mr. Lebeis engaged in such conduct while misrepresenting ownership of
- 11 copyrights, this would constitute a compound deviation from professional
- 12 standards.
- 13 7. It is particularly troubling that Mr. Lebeis may have exploited Ms. Benzova's
- 14 status as a non-native English speaker. In my professional assessment, if Mr.
- 15 Lebeis was aware that English was not Ms. Benzova's first language and
- 16 proceeded without proper documentation, this suggests he was taking
- 17 advantage of her and calculating that she would not challenge a band of the
- 18 size and prestige of Guns N' Roses. Such predatory behavior represents a
- 19 severe violation of the ethical obligations that bind professionals in our
- 20 industry.
- 21 8. As music managers, we hold positions of trust and authority. We are expected
- 22 to uphold the highest standards of professionalism, ethics, and legal
- 23 compliance. Based on my review of the circumstances, Mr. Lebeis's actions
- 24 appear to fall significantly short of these standards, representing deviations
- 25 that cannot be reconciled with accepted industry practices.

26 I declare under penalty of perjury under the laws of the State of California that  
27 the foregoing is true and correct.  
28



Executed on April 11, 2025, in Los Angeles California.

Phillip Lamond

Phillip Lamond Music Management  
Professional

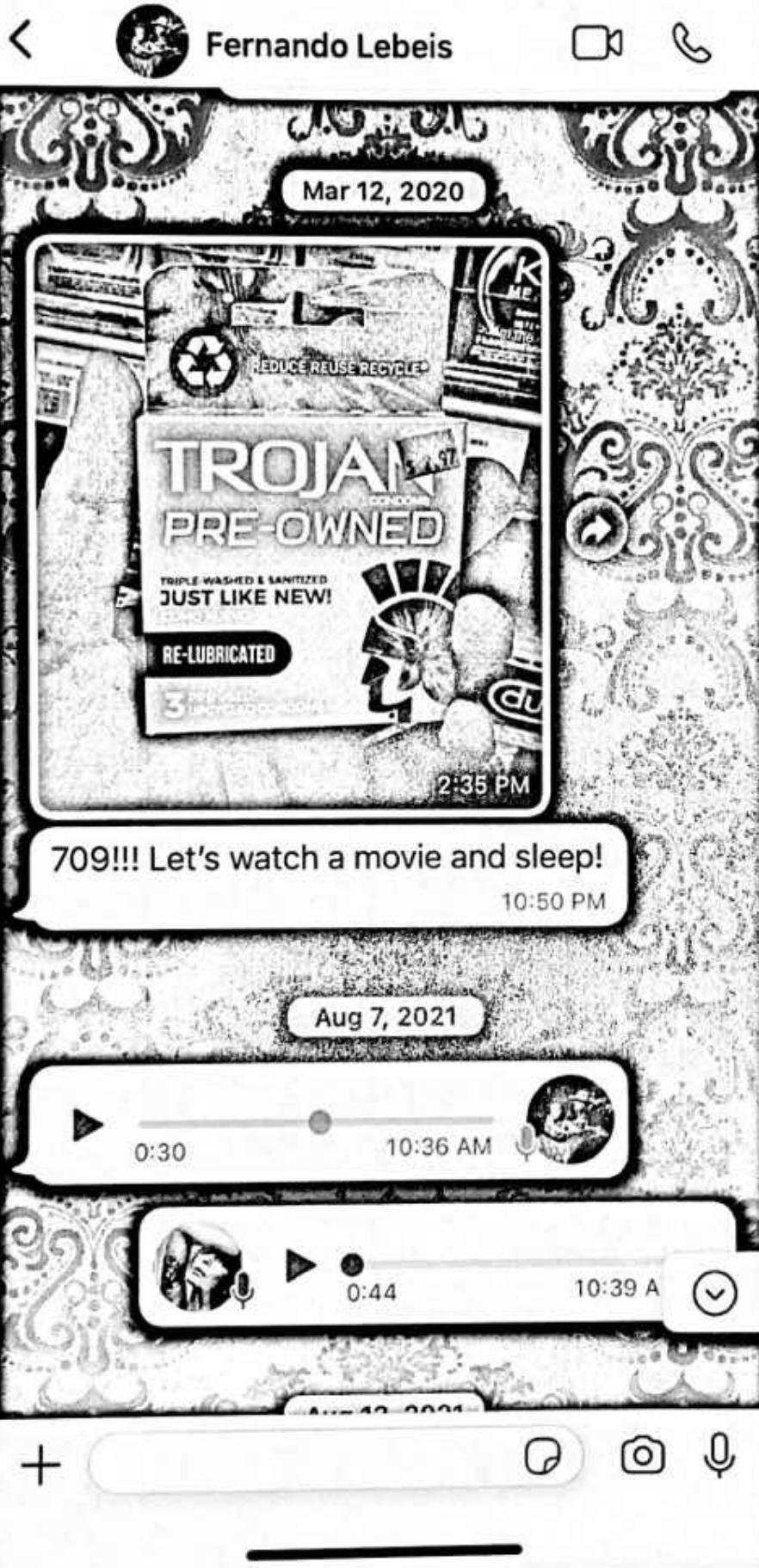


# EXHIBIT 1

6:02

APPETITE FOR DISCUSSION

www.a-4-d.com



6:01

APPETITE FOR DISCUSSION

www.a-4-d.com



Fernando Lebeis



3:40 AM

Nov 15, 2018



Come drink 6:10 AM

I will have to do a rain check on that!  
I'm barely keeping my eyes open and  
still want to get some work done.  
Thank you though and thank you so  
much for a killer dinner!!! I hope I'm  
not gonna wake up in the middle of  
the night seeing Peking duck gho



6:18 AM ✓✓





6:01

APPETITE FOR DISCUSSION  
www.a-4-d.com

Fernando Lebeis



I will have to do a rain check on that!  
I'm barely keeping my eyes open and  
still want to get some work done.  
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much for a killer dinner!!! I hope I'm  
not gonna wake up in the middle of  
the night seeing Peking duck ghosts



6:18 AM ✓✓

Please 6:19 AM

!!!! 6:21 AM

I'm sorry but I really can't. I slept like  
3 hours last night and I'm crushing  
hard. So sorryyyyyy !!!

6:24 AM ✓✓

Please 6:24 AM

One glass 6:25 AM

I'm already in bed. Tmw!! Let's go to  
night market!

6:26 AM ✓✓

I can comeeee there. I need  
someone to drink with. Omg

6:26 AM



I know! And I'm really sorry 😊 but I



**Zach Rosenblatt (SNB# 345034)**  
**ZSR LAW**  
406 Broadway, #125  
Santa Monica CA 90401  
Telephone: (310)-529-1213  
Email: zachsrosenblatt@gmail.com  
Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

**GUNDAM TOURING SERVICES US  
LLC; GUNDAM PRODUCTIONS,  
LLC; AND WATERHEAD  
INTERNATIONALL, INC.,**

**Plaintiff, Counter-Defendant**

**vs.**

**KATARINA BENZOVA,**

**Defendant, Counterclaimant**

**vs.**

**GUNS N ROSES, TEAM BRAZIL  
MANAGEMENT INC, FERANDO  
LEBEIS, AXL ROSE, SAUL HUDSON,  
ANDREW MCKAGAN**

**Third Party Defendants**

**Case No.:2:23-cv-08968-FMO**

**DECLARATION OF EXPERT  
WITNESS PHILLIP LAMOND IN  
SUPPORT OF KATARINA  
BENZOVA**



**DECLARATION OF PHILLIP LAMOND**

I, Phillip Lamond, declare as follows:

1. I am writing this declaration to provide my professional opinion regarding the conduct of Fernando Lebeis in his management capacity related to Ms. Katarina Benzova's photographic works. I am a music manager with over thirty years of experience in the industry. I am intimately familiar with the standards and practices expected of professionals in our field.
2. Based on my extensive experience and expertise in the music industry, it is my professional conclusion that Fernando Lebeis has grossly deviated from the standard of care expected of a band manager as exhibited in the industry. This deviation manifests in several concerning ways that I feel compelled to address.
3. First and foremost, it is universally understood within the music management profession that written agreements are absolutely required for any use of photographic copyright. This represents one of the most fundamental practices in our industry, particularly when dealing with creative works that have significant commercial value. The failure to secure proper written agreements for the use of Ms. Benzova's photographic works constitutes a severe breach of professional standards.
4. In my professional experience, no reasonable band manager would operate under the assumption that they have ownership rights to any copyright without a signed written agreement explicitly transferring such rights. This principle is so firmly established in our industry that Mr. Lebeis's apparent disregard for it cannot be viewed as a simple oversight but rather as a significant deviation from standard practice.
5. Additionally, sexually harassing employees, licensors, or any other professional contacts represents a gross deviation from acceptable

1 management practices. Such behavior not only violates basic ethical standards  
2 but also undermines the trust and professional relationships necessary for  
3 successful operations in the music industry. **In particular, the conspicuously**  
4 **revolting conduct of Mr. Lebeis included sending Ms. Benzova a picture**  
5 **of a condom, asking her to sleep with him, and trying to get into her**  
6 **bedroom to drink at 6:00 am in the morning.** SEE EXHIBIT 1. This  
7 conduct is glaringly inappropriate and a clear deviation from standard practice  
8 of an ethical and competent band manager.

- 9
- 10 6. If Mr. Lebeis engaged in such conduct while misrepresenting ownership of
- 11 copyrights, this would constitute a compound deviation from professional
- 12 standards.
- 13 7. It is particularly troubling that Mr. Lebeis may have exploited Ms. Benzova's
- 14 status as a non-native English speaker. In my professional assessment, if Mr.
- 15 Lebeis was aware that English was not Ms. Benzova's first language and
- 16 proceeded without proper documentation, this suggests he was taking
- 17 advantage of her and calculating that she would not challenge a band of the
- 18 size and prestige of Guns N' Roses. Such predatory behavior represents a
- 19 severe violation of the ethical obligations that bind professionals in our
- 20 industry.
- 21 8. As music managers, we hold positions of trust and authority. We are expected
- 22 to uphold the highest standards of professionalism, ethics, and legal
- 23 compliance. Based on my review of the circumstances, Mr. Lebeis's actions
- 24 appear to fall significantly short of these standards, representing deviations
- 25 that cannot be reconciled with accepted industry practices.

26 I declare under penalty of perjury under the laws of the State of California that  
27 the foregoing is true and correct.  
28



Executed on April 11, 2025, in Los Angeles California.

Phillip Lamond

Phillip Lamond Music Management  
Professional



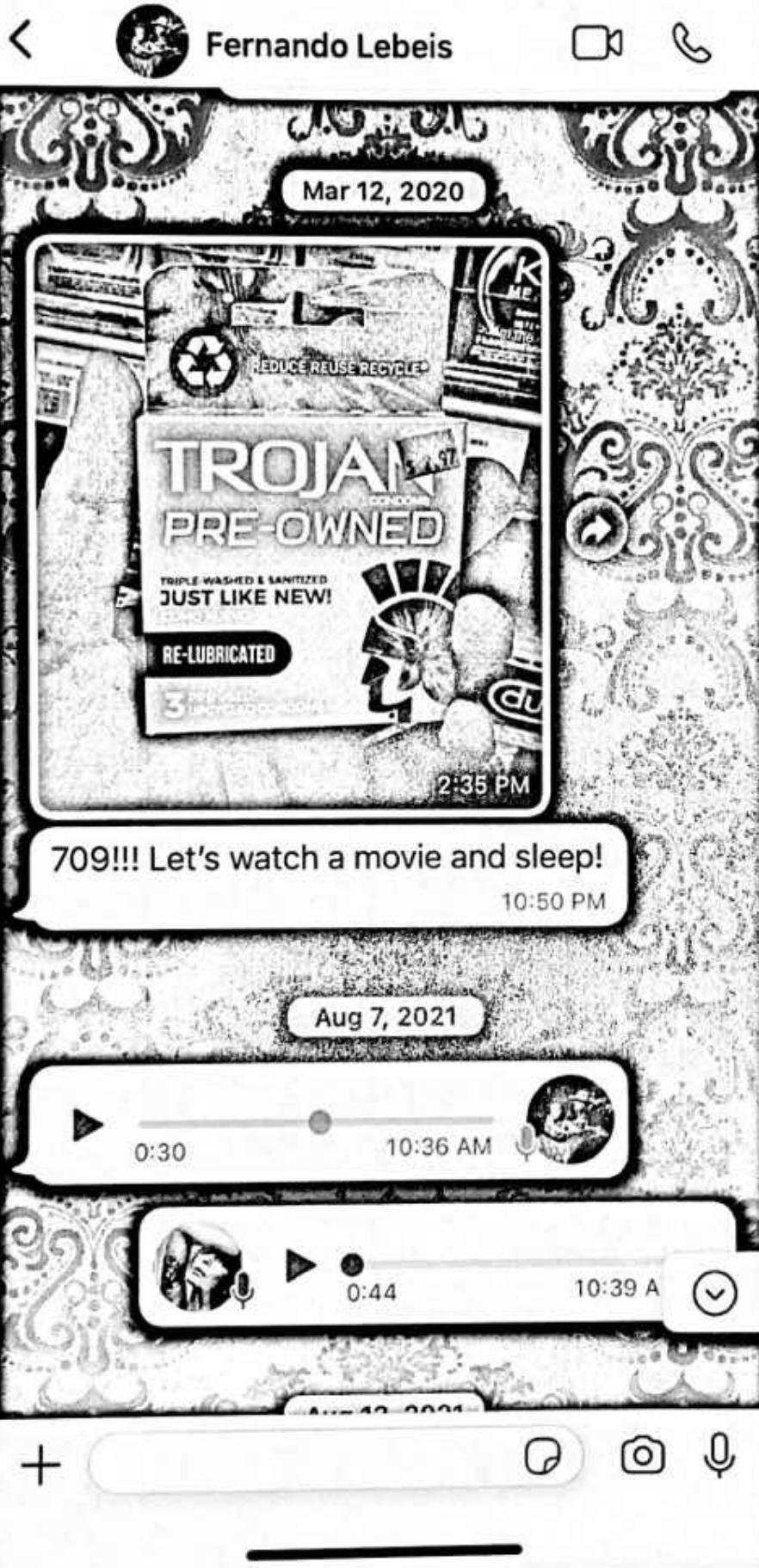
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# EXHIBIT 1

6:02

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6:01

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Fernando Lebeis



3:40 AM

Nov 15, 2018



6:04 AM

Come drink 6:10 AM

I will have to do a rain check on that!  
I'm barely keeping my eyes open and  
still want to get some work done.  
Thank you though and thank you so  
much for a killer dinner!!! I hope I'm  
not gonna wake up in the middle of  
the night seeing Peking duck gho



6:18 AM ✓✓





6:01

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Fernando Lebeis



I will have to do a rain check on that!  
I'm barely keeping my eyes open and  
still want to get some work done.  
Thank you though and thank you so  
much for a killer dinner!!! I hope I'm  
not gonna wake up in the middle of  
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night market!

6:26 AM ✓✓

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someone to drink with. Omg

6:26 AM



I know! And I'm really sorry 😞 but I



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# Exhibit 101

### ENGAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 9th day of October, 2010 by and between Waterhead International, Inc. ("Company"), c/o 5950 Canoga Avenue, Suite 510, Woodland Hills, CA 91367 and "Artist" (as defined below) with respect to Company's engagement of Artist for Artist's "Services" (as defined below).

Photographer/Artist: Katarina Benzova ( "Artist"), with an address of Jesenskeho 728/25, 03101 Liptovsky Mikulas, Slovakia.

Term of Engagement: October 9, 2010 through October 24, 2010 (the "Term")

Subject: W. Axl Rose p/k/a "Guns N' Roses" and individuals comprising his band during their concert tour of the United Kingdom, Spain and other European territories (individually and collectively, the "Subject")

Project: Possible entertainment work(s) and/or release(s) pertaining to the Subject's "live" performances and touring activities (e.g., without limitation, so-called "live" CD and/or DVD releases, digital-only releases, viral assets, book releases, etc.) (individually and collectively, the "Project")

Services: Photographer and videographer services plus editing of video footage and editing of still photography (the "Services"). The Services will be rendered on an exclusive basis for the duration of the Term.

Weekly Fee: One Thousand Five Hundred Dollars (\$1,500.00) per Week (the "Weekly Fee").

Additional Consideration: Coach airfare costs, accommodation costs and per diem at \$50/day (all details and aspects of which to be determined solely by Company) for the duration of the Term (the "Additional Consideration").

1. Engagement of Services. Except as expressly set forth otherwise herein, all capitalized terms used herein shall have the meaning(s) ascribed to them in the above header. Company hereby engages Artist to render the Services in connection with the Project for the duration of the Term plus the duration of time required for post production. Artist will deliver the "Works" (as defined in paragraph 3 hereinbelow), all originals, negatives, recordings, elements and/or digital files thereof, and all copies of any and all of the foregoing within seven (7) days of the expiration or termination of the Term. In addition, Artist will deliver individual Work(s) as requested by Company within twenty-four (24) hours of Company's request for the individual Work(s). Further, during the Term of Artist's engagement, Artist will regularly edit and otherwise produce audiovisual footage and other Works for use as so-called "webisodes" (with each to be of a duration between one [1] minute and five [5] minutes) on the Subject's website (the "Website") such that Company may incorporate not less than one (1) webisode on the Website every other day of the Term. The Works must be satisfactory to Company (in Company's sole discretion) in all respects. Artist shall obtain all releases, clearances, licenses and/or permissions, on terms and using such form(s) as are supplied or otherwise satisfactory to Company (in Company's sole discretion), to use the name, picture, silhouette and other reproductions of the physical likeness and/or voice of all persons and the name, picture, silhouette and other reproductions of all locations and all other items, works and/or materials that are photographed, recorded, reproduced, otherwise embodied and/or used in the Works, as necessary for Company to exploit any and all of Company's rights in and to the Works (as further set forth in paragraph 3 below).

2. Compensation. In consideration of Artist's services (including post production services), warranties, representations, covenants and promises hereunder, and provided Artist is not in breach hereof, Company will pay Artist each Weekly Fee in accordance with the following schedule: the Weekly Fee will be paid in weekly installments promptly following the completion of the applicable week (defined as 7 days but excluding October



9th and October 10th), provided that (a) the first installment will be paid upon the later of your signature hereof or the completion of the first week and (b) the last installment will be paid upon Artist's delivery and Company's acceptance of Works satisfactory to Company in Company's sole discretion. In addition, Company shall provide Artist with the Additional Consideration during the Term provided Artist is not then in breach of Artist's obligations hereunder. Notwithstanding anything to the contrary, Artist will be solely responsible for paying any and all compensation, travel, accommodation, per diems, incidentals and all other costs for the services of any and all individuals engaged by Artist in connection with Artist's Services hereunder; and in the event Company pays or advances any such costs, then in addition to any other rights and/or remedies Company may have in connection therewith, Company will have the right to deduct such costs from the Weekly Fee(s).

3. Rights. As used herein, the "Works" shall mean the artwork, photographs and all other results and proceeds of Artist's Services hereunder and of all other services rendered by Artist in connection with the Project and/or pertaining to or related to the Subject in any manner. Artist acknowledges and agrees that Company is and shall be the exclusive owner in perpetuity throughout the world of all right, title and interest in and to Works during and from the inception of their creation, including, without limitation, the worldwide copyrights therein and thereto and the exclusive right to copyright such Works in Company's name, and to exercise all rights of the copyright proprietor thereof. In connection with the foregoing, Artist acknowledges and agrees that each Work is a "work made for hire" within the meaning of the United States Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world. Artist hereby irrevocably and unconditionally waives any and all moral rights and similar laws or principles throughout the world that Artist has or may have in the Works and hereby agrees not to make any claim against Company or Company's, assigns, licensees, designees or distributors based on such moral rights or similar laws or principles. To the extent, if any, that Artist may be deemed an "author" of any such Work(s), Artist further grant to Company a power of attorney, irrevocable and coupled with an interest, on Artist's behalf and in Artist's name, to apply for and obtain, and on obtaining same, to assign to Company, all such copyrights and renewals and extensions thereof. Artist further agrees to perform such acts and execute and deliver to Company, and to cause each person rendering services in connection with the Works to perform such acts and to execute and deliver to Company (a) written assignments to Company (in a form satisfactory to Company) of all copyright rights (including renewal and extension rights) such person(s) may have, and/or (b) such other instruments as Company deems necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. Artist hereby irrevocably appoint Company as Artist's agent and attorney-in-fact to execute the aforementioned instruments in Artist's name and/or the name of such persons rendering services in connection with the Works and to dispose of such instruments; and Artist acknowledges that Company's agency and power are coupled with an interest. Without limitation of any of the foregoing, Company and/or our Company's assigns, licensees, designees and/or distributors shall have the exclusive worldwide right in perpetuity to reproduce, sell, lease, license, distribute, publicly perform, exhibit, display, creative derivative works of, exploit in any manner, or otherwise dispose of, and advertise the Works and all reproductions and/or derivative works thereof by any method now or hereafter known in any field of use (including, without limitation, via the manufacture, distribution and sale of merchandise, digital products, records and/or videograms embodying any of the Work(s)), or to refrain therefrom, throughout the world upon such terms and conditions, and in such forms and versions as Company may, in Company's sole discretion, determine.

4. Right to use Artist's Name, Likeness and Biography. Additionally, Artist hereby grants to Company the rights to use and publish, and to permit others to use and publish, Artist's name (legal and/or professional), likenesses and biographical materials concerning Artist solely in connection with each of the Works and/or in connection with Company's and/or Company's designee's exploitation of the Works, the Project, and the sale, advertising, marketing and promotion thereof.

5. Privacy. Artist further agrees that the terms and conditions of this Agreement, as well as any and all information Artist may have or will obtain concerning the personal life, business policies and/or practices of the Subject and/or the Company, the Work(s) and/or the Project, shall constitute "confidential information;" and Artist shall not disclose, distribute, summarize, reproduce, exhibit, perform or in any way disseminate to any third party any of the confidential or any portion thereof.



6. Company may assign rights to others. Artist warrants, represents and agrees that Company shall have the right to assign any and all rights obtained hereunder, and/or to delegate any of its obligations hereunder, to any of Company's licensees, assignees, distributors and/or designees and/or any other third party. Artist may not assign Artist's rights or delegate any of Artist's obligations hereunder. Without limiting the generality of the foregoing, Artist warrants, represents and agrees that Company's rights with respect to each of the Works may be freely assigned and licensed and its rights shall be binding upon Artist and inure to the benefit of any such assignee or licensee.

7. Warranties, Representations and Indemnity. Artist warrants and represents that Artist has the right to execute this Agreement, that each of the Works is and shall be new and original with Artist and not an imitation or copy of any other material and that each of the Works is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without limitation, any claim by any copyright proprietor of any pre-existing material contained in any of the Works. Artist shall indemnify and hold Company, the corporations comprising Company, the Subject, and its and their respective employees, officers, agents, managers, attorneys, parents, subsidiaries, affiliated entities, successor(s)-in-interest, assignees, distributors, licensees and designees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorneys' fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty, representation or covenant made by Artist in this Agreement.

8. Default. Neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any failure on Artist's part to deliver any of the Works upon Company's request or to any breach which cannot be cured, an application for injunctive relief or where a specific cure period is otherwise provided herein. Notwithstanding anything to the contrary, Company shall have the right to terminate the Term of Artist's engagement hereunder for any reason; and Artist's sole remedy in the event thereof shall be the right to retain such portion of the Weekly Fee(s) theretofore payable to Artist hereunder; and for the avoidance of doubt, Company shall retain all rights granted to Company hereunder in connection with the Works.

9. Miscellaneous. Artist agrees to execute any documents and do any other acts which may be required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Upon Artist's failure to promptly do so, Artist hereby appoints Company as Artist's attorney-in-fact for such purposes (it being acknowledged by Artist that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation. Artist further acknowledges and agrees that in the event of any breach by Company and/or the Subject (and/or any third party deriving rights from Company and/or the Subject) of this Agreement, Artist will be limited to Artist's remedy at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, exploitation or advertising of the Works, the Project or any materials in connection therewith, that nothing herein shall obligate Company to use the results and proceeds of Artist's services or the Works in the Project and/or otherwise to produce, distribute or advertise the Works or Project, and that this Agreement shall be governed by the laws of the United States and the State of California applicable to contracts executed and to be performed entirely therein. Artist acknowledges that Artist has had the opportunity to consult legal counsel of Artist's own choice at Artist's own expense to advise Artist in connection with the execution of this Agreement and that Artist has either engaged such counsel or freely and voluntarily waived Artist's right to do so.

//



#0767  
APPETITE FOR DISCUSSION  
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IN WITNESS WHEREOF, the parties cause this Agreement to be executed as of the first date written above.

WATERHEAD INTERNATIONAL, INC.

By: \_\_\_\_\_

An authorized signatory

\_\_\_\_\_  
Katarina Benzova

APPETITE FOR DISCUSSION  
www.a-4-d.com

# Exhibit 102

## CREW MEMBER EMPLOYMENT MEMORANDUM

March 10, 2016

To: KATARINA BENZOVA

It is our pleasure to offer you a position as Tour Photographer of Guns N' Roses for the upcoming tour. The purpose of this memorandum is to outline the salient terms of your employment and cannot be changed unless agreed to, in writing, between us.

**Commencement Date:** March 30, 2016 or upon first day of work

**Position:** Photographer

**Services:** You will render services as an employee-for-hire as a production crew member.

**Tour Salary:** \$3,500 per week (prorated on a 7-day week).

**Travel:** Coach class. Single room hotel accommodations and will be consistent with arrangements made for other crew members.

**Per Diems:** \$40/day for international; \$35/day for domestic (including Canada/Mexico)

**Exclusivity:** Your services will be exclusive to GNR during the term of your agreement.

**Work For Hire:** You acknowledge and agree that the results and proceeds of your services rendered during the Term will be on a "work-for-hire" basis. We shall own the copyrights and all intellectual property rights to all of the video and photographs created by you during the term of your employment. In addition, we shall have the right, but not obligation to use your name, likeness, voice and biographical material in connection with the results and proceeds of your services hereunder.

#0770  
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**Confidentiality &  
Nondisclosure:**

As a condition of your employment, you will be required to enter into a separate confidentiality and nondisclosure agreement with respect to confidential information you are exposed to during the term of your agreement. Additionally, you agree to keep the terms of your employment and related agreements confidential and not discuss with any party, other than our management and legal team and your legal and financial advisors.

If you are in agreement with the basic terms of your employment as outlined above, please acknowledge such acceptance by signing below.

  
KATARINA BENZOVA

07/27/2016  
DATE

#0771  
APPETITE FOR DISCUSSION  
www.a-4-d.com  
**CONFIDENTIALITY AGREEMENT**

As a material inducement for **KATARINA BENZOVA** (whether as an assistant, tech, employee, agent or independent contractor, for purposes of this Agreement only, hereinafter referred to as "Contractor") to be hired by Gundam Productions, LLC and/or any of its affiliated entities (collectively, any and all such entities to be referred to herein as "Gundam") or an entity owned or controlled by Gundam, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor agrees to enter into this Confidentiality Agreement and to strictly comply with its terms and conditions. This Confidentiality Agreement shall not alter Contractor's status as an "at-will" employee, or other contractual status, if applicable and Contractor's signature hereinbelow shall, in addition to ensuring Contractor's assent to the terms of this Confidentiality Agreement, shall confirm and acknowledge that Contractor is an at-will employee and may be terminated from employment for any time and for any reason.

**1. CONFIDENTIAL INFORMATION:**

Contractor acknowledges and agrees that during the term of his/her employment, Contractor has, or will have, learned, obtained, acquired, and become aware of (herein "acquire") information and items, and may in the future acquire information and items, relating to or concerning: (a) Gundam, family, friends, associates and employees of the group known as "Guns N' Roses" (collectively, "Related Parties"); (b) private and confidential matters concerning Guns N' Roses ("the Group") or any Related Parties; (c) financial, business, medical, legal, personal and contractual matters of, or pertaining to, the Group or any Related Parties; and (d) any letter, memorandum, contract, photograph, film or other document or writing pertaining in any way to the Group or any Related Parties. Contractor further acknowledges and agrees that all of the information and items described in the foregoing sentence that Contractor acquires during the term of his or her employment is private and confidential and that it is exclusively owned and controlled by the Group (herein collectively referred to as "Confidential Information"). The foregoing shall not be construed to prevent Contractor from disclosing information, limited to the extent absolutely necessary, to outside vendors providing goods and services to the Group.

**2. AGREEMENT NOT TO DISCLOSE:**

Contractor expressly agrees that he or she shall not (except (a) to Contractor's attorney, accountant or other adviser; (b) as otherwise required of Contractor by law; (c) in order for Contractor to exercise his or her rights or remedies and to perform the services required of Contractor with respect to his or her employment; or (d) as authorized by the Group in writing) directly or indirectly, verbally or otherwise, either during, or after, the term of Contractor's employment by the Group, publish, disseminate, disclose, or cause to be published, disseminated or disclosed, (herein "disclosure") any



Confidential Information to any person, firm or entity whatsoever, including, but not limited to, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said entities (herein "Third Parties").

**3. DISCLOSURE IS WRONGFUL:**

Contractor acknowledges that the members of the Group are a public figure and substantial effort and expense have been dedicated to limit the constant efforts of the press, other media, and the public to learn business affairs involving the Group, and that Contractor understands that part of his or her employment responsibilities require Contractor's protection of the Confidential Information. Contractor further acknowledges that any disclosure by Contractor to any Third Party of any Confidential Information shall constitute a breach of the terms of Contractor's employment, and shall constitute a breach of trust and confidence, a breach of fiduciary duty, invasion of privacy, and a misappropriation of Gundam's exclusive Property rights and may constitute fraud and deceit.

**4. PROPERTY RIGHTS:**

Contractor acknowledges Gundam's substantial and valuable Property rights and other proprietary interests in Gundam's exclusive possession. Use of the Confidential Information acquired by Contractor during his or her employment by Gundam will be a violation of Gundam's valuable property rights. Contractor agrees to return to Gundam all tangible Confidential Information in Contractor's possession or control upon Gundam's demand and, in any event, at the conclusion of Contractor's employment. Further, Contractor acknowledges that the results and proceeds of all of Contractor's services to Gundam and all materials provided to Contractor in the performance of his or her services to Gundam, including without limitation rights of copyright, trademark, personal property and all other rights in and throughout the world, are deemed owned by Gundam.

**5. PHOTOGRAPHY OR LIKENESSES:**

Contractor expressly agrees that during the term of Contractor's engagement by Gundam, Contractor shall not take any photographs, movies, videos, or make any sketches, depictions or other likeness of members of the Group or their family, friends, associates or employees ("Images"), all of which shall constitute Confidential Information under this Agreement. Excluded from this provision will be Images created by the Contractor in performance of the Contractor's job responsibilities and obligations for Gundam.

**6. DISGORGEMENT OF MONIES:**

A breach of this Agreement, by Contractor's disclosure of any Confidential Information to any Third Party, shall render Contractor liable to Gundam for any and all damages and injuries incurred by Gundam as a result thereof, and shall obligate Contractor to account to Gundam and turn over to Gundam any and all monies, profits, or other consideration, or benefits, which Contractor derives from any disclosure or exploitation of any of the Confidential Information obtained by Contractor during the term of his or her employment, without prejudice to any other rights or remedies, legal or equitable, that Gundam may have as a result of a violation of the terms hereof.

**7. PERSONAL BEHAVIOR**

Contractor shall not possess any illegal or unlicensed property or substance, including, but not limited to, firearms, narcotics, etc., during Contractor's service for Gundam. Further, and without limitation of the foregoing, Contractor shall not at any time place any firearm and/or narcotic or other drug on any vehicle or in any location owned or leased by Gundam including, without limitation, buses, vans, automobiles, etc. Any action taken contrary to the foregoing provisions of this paragraph shall be deemed a breach of this Confidentiality Agreement.

**8. LIQUIDATED DAMAGES:**

Contractor agrees that any breach or violation by Contractor of any of the terms or provisions of this Agreement, by disclosure to any Third Parties of Confidential Information shall result in substantial damages and injury to Gundam, the precise amount of which would be extremely difficult or impracticable to determine, even after the parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to Gundam. Therefore, Contractor further agrees that, in addition to Gundam being entitled to recover from Contractor the full amount of any and all money or other consideration paid to Contractor in connection with the disclosure by Contractor of any Confidential Information, in violation of the terms hereof, Contractor will also be obligated to pay, and agrees to pay to Gundam, the sum of Twenty-Five Thousand Dollars (\$25,000) as a reasonable and fair amount of liquidated damages to compensate Gundam for any loss or damage resulting from each breach by Contractor of the terms hereof. The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which Gundam will suffer from each breach of the terms of this Agreement.



**9. INJUNCTIVE**

Contractor acknowledges and agrees that any disclosure by Contractor to Third Parties of any Confidential Information will cause irreparable harm to Gundam, which damages and injuries will not be measurable or susceptible to calculation. Contractor further acknowledges and agrees that any breach or threatened breach of the Agreement due to the unauthorized disclosure or threatened disclosure by Contractor to Third Parties of any Confidential Information shall entitle Gundam to obtain an ex parte restraining order, preliminary injunction and permanent injunction (herein "Injunctive Relief") preventing the disclosure, or any further disclosure, of Confidential Information protected by the terms hereof.

**10. RESOLUTION OF DISPUTES:**

(a) In the event a dispute arises concerning any of the provisions of this Agreement, it shall be submitted to and decided by the Los Angeles Superior Court ("Court").

(b) Since a public hearing to enforce any of the provisions contained in this Agreement might cause disclosure of Confidential Information contrary to the intent of the parties, the parties hereby stipulate that, in the event there is litigation of any of the provisions in the Agreement, the Court file shall be sealed and the Court may issue a protecting order prohibiting the disclosure of any of the Confidential Information, and limiting the disclosure of any other information obtained through discovery proceedings.

**11. RELEASE:**

Gundam may, without notifying Contractor, notify any subsequent employer or contractor of Contractor of the rights and obligations of Contractor and Gundam under this Agreement. Gundam's policy regarding post-termination "references" or "recommendations" is to consider any request by Contractor to provide a written reference only upon the prior delivery by Contractor of a release agreement to Gundam, in a form acceptable to Gundam, and the Contractor shall have no right or expectation to any consideration of any such reference without the prior delivery of such a release. In no event shall Contractor have any right or expectation to a reference with content otherwise unacceptable to Gundam.

**12. DISCLOSURE OF THIS AGREEMENT:**

Contractor agrees to keep this Agreement and its terms and provisions strictly confidential and not to disclose the same to any Third Party.

**13. ATTORNEY'S FEES:**

In the event of any breach, or threatened breach, by Contractor of any of the terms of this Agreement, the prevailing party is entitled to recover his or her reasonable attorneys' fees and costs incurred in connection with any action or proceeding arising out of, or relating to, any such breach or threatened breach.

**14. APPLICABLE LAW:**

This Agreement, and any dispute or controversy relating to the existence, validity, meaning interpretation, or alleged breach of this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of California.

**15. SEVERABILITY:**

If any term or provision of this Confidentiality Agreement is inconsistent with any law, state or regulation, or is invalid or unenforceable for any reason, such a term or provision shall be deemed curtailed and limited to the extent necessary to achieve consistency, validity, or enforceability, as the case may be, but such term or provision shall only be so curtailed and limited to the extent necessary to achieve the same, and the balance of this Confidentiality Agreement shall remain in full force and effect.

**16. INTEGRATION:**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no terms other than those contained herein. No supplement, modification, or termination of this Agreement shall be deemed valid unless executed in writing after the date hereof by the parties hereto.

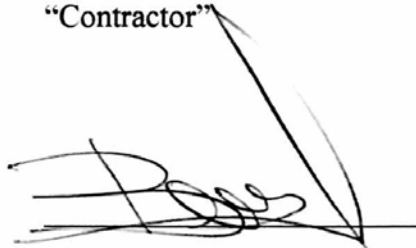
**17. VOLUNTARY AGREEMENT:**

Contractor has entered into this Agreement freely and voluntarily, and Contractor acknowledges that she either consulted with independent counsel before entering into this Agreement, or had the opportunity to do so, but elected not to.

This Agreement is executed as of this \_\_\_\_ day of \_\_\_\_, 2016

**ACCEPTED AND AGREED:**

"Contractor"



Print Name: KATARINA BENZOVA  
Date Signed: 07/27/2016

**ACCEPTED AND AGREED:**

Gundam Productions, LLC on behalf  
of itself as well as any and all  
affiliated entities

By: \_\_\_\_\_



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# Exhibit 103

Case 2:23-cv-08968-FMO-E Document 108 Filed 06/09/25 Page 78 of 336 Page ID  
#0779  
Gund APPETITE FOR DISCUSSION LLC  
www.a-4-d.com  
c/o LL Business Management  
5950 Canoga Ave., Suite 510  
Woodland Hills, CA 91367  
Attn.: Bernie Gilhuly

Dated as of: August 1, 2021

Katarina Benzova

\_\_\_\_\_  
\_\_\_\_\_

Re: **Crew Member Employment Memorandum**

Dear Katarina:

It is our pleasure to offer you a position as Tour Photographer of Guns N' Roses for the upcoming tour. The purpose of this memorandum is to outline the salient terms of your employment and cannot be changed unless agreed to, in writing, between us.

**Commencement Date:** August 1, 2021 – October 3, 2021.

**Position:** Photographer.

**Services:** You will render services as an employee-for-hire as a production crew member.

**Tour Salary:** \$40,000.00 (total).

**Travel:** Business class. Single room hotel accommodations and will be consistent with arrangements made for other crew members.

**Per Diems:** \$50/day for international; \$40/day for domestic (including Canada/Mexico).

**Exclusivity:** Your services will be exclusive to us during the term of your agreement.

**Work For Hire:** You acknowledge and agree that the results and proceeds of your services rendered during the Term will be on a "work-for-hire" basis. We shall own the copyrights and all intellectual property rights to all of the video and photographs created by you during the term of your employment. In addition, we shall have the right, but not obligation to use your name, likeness, voice and biographical material in connection with the results and proceeds of your services hereunder.

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**Confidentiality &**

**Nondisclosure:**

As a condition of your employment, you will be required to enter into a separate confidentiality and nondisclosure agreement with respect to confidential information you are exposed to during the term of your agreement. Additionally, you agree to keep the terms of your employment and related agreements confidential and not discuss with any party, other than our management and legal team and your legal and financial advisors.

If you are in agreement with the basic terms of your employment as outlined above, please acknowledge such acceptance by signing below.



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Katarina Benzova

08/28/2021

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Date

As a material inducement for Katarina Benzova (whether as an assistant, tech, employee, agent or independent contractor, for purposes of this Agreement only, hereinafter referred to as "Contractor" ) to be hired by Gundam Touring Services U.S. LLC and/or any of its affiliated entities (collectively, any and all such entities to be referred to herein as "Gundam") or an entity owned or controlled by Gundam, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor agrees to enter into this Confidentiality Agreement and to strictly comply with its terms and conditions. This Confidentiality Agreement shall not alter Contractor's status as an "at-will" employee, or other contractual status, if applicable and Contractor's signature hereinbelow shall, in addition to ensuring Contractor's assent to the terms of this Confidentiality Agreement, shall confirm and acknowledge that Contractor is an at-will employee and may be terminated from employment for any time and for any reason.

**1. CONFIDENTIAL INFORMATION:**

Contractor acknowledges and agrees that during the term of his/her employment, Contractor has, or will have, learned, obtained, acquired, and become aware of (herein "acquire") information and items, and may in the future acquire information and items, relating to or concerning: (a) Gundam, family, friends, associates and employees of the group known as "Guns N' Roses" (collectively, "Related Parties"); (b) private and confidential matters concerning Guns N' Roses ("the Group") or any Related Parties; (c) financial, business, medical, legal, personal and contractual matters of, or pertaining to, the Group or any Related Parties; and (d) any letter, memorandum, contract, photograph, film or other document or writing pertaining in any way to the Group or any Related Parties. Contractor further acknowledges and agrees that all of the information and items described in the foregoing sentence that Contractor acquires during the term of his or her employment is private and confidential and that it is exclusively owned and controlled by the Group (herein collectively referred to as "Confidential Information"). The foregoing shall not be construed to prevent Contractor from disclosing information, limited to the extent absolutely necessary, to outside vendors providing goods and services to the Group.

**2. AGREEMENT NOT TO DISCLOSE:**

Contractor expressly agrees that he or she shall not (except (a) to Contractor's attorney, accountant or other adviser; (b) as otherwise required of Contractor by law; (c) in order for Contractor to exercise his or her rights or remedies and to perform the services required of Contractor with respect to his or her employment; or (d) as authorized by the Group in writing) directly or indirectly, verbally or otherwise, either during, or after, the term of Contractor's employment by the Group, publish, disseminate, disclose, or cause to be published, disseminated or disclosed, (herein "disclosure") any

Confidential Information to any person, firm or entity whatsoever, including, but not limited to, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said entities (herein "Third Parties").

3. **DISCLOSURE IS WRONGFUL.**

Contractor acknowledges that the members of the Group are a public figure and substantial effort and expense have been dedicated to limit the constant efforts of the press, other media, and the public to learn business affairs involving the Group, and that Contractor understands that part of his or her employment responsibilities require Contractor's protection of the Confidential Information. Contractor further acknowledges that any disclosure by Contractor to any Third Party of any Confidential Information shall constitute a breach of the terms of Contractor's employment, and shall constitute a breach of trust and confidence, a breach of fiduciary duty, invasion of privacy, and a misappropriation of Gundam's exclusive Property rights and may constitute fraud and deceit.

4. **PROPERTY RIGHTS:**

Contractor acknowledges Gundam's substantial and valuable Property rights and other proprietary interests in Gundam's exclusive possession. Use of the Confidential Information acquired by Contractor during his or her employment by Gundam will be a violation of Gundam's valuable property rights. Contractor agrees to return to Gundam all tangible Confidential Information in Contractor's possession or control upon Gundam's demand and, in any event, at the conclusion of Contractor's employment.

Further, Contractor acknowledges that the results and proceeds of all of Contractor's services to Gundam and all materials provided to Contractor in the performance of his or her services to Gundam, including without limitation rights of copyright, trademark, personal property and all other rights in and throughout the world, are deemed owned by Gundam.

5. **PHOTOGRAPHY OR LIKENESSES:**

Contractor expressly agrees that during the term of Contractor's engagement by Gundam, Contractor shall not take any photographs, movies, videos, or make any sketches, depictions or other likeness of members of the Group or their family, friends, associates or employees ("Images"), all of which shall constitute Confidential Information under this Agreement. Excluded from this provision will be Images created by the Contractor in performance of the Contractor's job responsibilities and obligations for Gundam.

6. **DISGORGEMENT OF MONIES:**

A breach of this Agreement, by Contractor's disclosure of any Confidential Information to any Third Party, shall render Contractor liable to Gundam for any and all damages and injuries incurred by Gundam as a result thereof, and shall obligate Contractor to account to Gundam and turn over to Gundam any and all monies, profits, or other consideration, or benefits, which Contractor derives from any disclosure or exploitation of any of the Confidential Information obtained by Contractor during the term of his or her employment, without prejudice to any other rights or remedies, legal or equitable, that Gundam may have as a result of a violation of the terms hereof.



7. **PERSONAL BEHAVIOR** **APPETITE FOR DISCUSSION**  
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Contractor shall not possess any illegal or unlicensed property or substance, including, but not limited to, firearms, narcotics, etc., during Contractor's service for Gundam. Further, and without limitation of the foregoing, Contractor shall not at any time place any firearm and/or narcotic or other drug on any vehicle or in any location owned or leased by Gundam including, without limitation, buses, vans, automobiles, etc. Any action taken contrary to the foregoing provisions of this paragraph shall be deemed a breach of this Confidentiality Agreement.

8. **LIQUIDATED DAMAGES:**

Contractor agrees that any breach or violation by Contractor of any of the terms or provisions of this Agreement, by disclosure to any Third Parties of Confidential Information shall result in substantial damages and injury to Gundam, the precise amount of which would be extremely difficult or impracticable to determine, even after the parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to Gundam. Therefore, Contractor further agrees that, in addition to Gundam being entitled to recover from Contractor the full amount of any and all money or other consideration paid to Contractor in connection with the disclosure by Contractor of any Confidential Information, in violation of the terms hereof, Contractor will also be obligated to pay, and agrees to pay to Gundam, the sum of Twenty-Five Thousand Dollars (\$25,000) as a reasonable and fair amount of liquidated damages to compensate Gundam for any loss or damage resulting from each breach by Contractor of the terms hereof. The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which Gundam will suffer from each breach of the terms of this Agreement.

9. **INJUNCTIVE RELIEF:**

Contractor acknowledges and agrees that any disclosure by Contractor to Third Parties of any Confidential Information will cause irreparable harm to Gundam, which damages and injuries will not be measurable or susceptible to calculation. Contractor further acknowledges and agrees that any breach or threatened breach of the Agreement due to the unauthorized disclosure or threatened disclosure by Contractor to Third Parties of any Confidential Information shall entitle Gundam to obtain an ex parte restraining order, preliminary injunction and permanent injunction (herein "Injunctive Relief ") preventing the disclosure, or any further disclosure, of Confidential Information protected by the terms hereof.

10. **RESOLUTION OF DISPUTES:**

(a) In the event a dispute arises concerning any of the provisions of this Agreement, it shall be submitted to and decided by the Los Angeles Superior Court ("Court").

(b) Since a public hearing to enforce any of the provisions contained in this Agreement might cause disclosure of Confidential Information contrary to the intent of the parties, the parties hereby stipulate that, in the event there is litigation of any of the provisions in the Agreement, the Court file shall be sealed and the Court may issue a protecting order prohibiting the disclosure of any of the Confidential Information, and limiting the disclosure of any other information obtained through discovery proceedings.

11. **RELEASE:**

Gundam may, without notifying Contractor, notify any subsequent employer or contractor of Contractor of the rights and obligations of Contractor and Gundam under this Agreement. Gundam's policy regarding post-termination "references" or "recommendations" is to consider any request by Contractor to provide a written reference only upon the prior delivery by Contractor of a release agreement to Gundam, in a form acceptable to Gundam, and the Contractor shall have no right or expectation to any consideration of any such reference without the prior delivery of such a release. In no event shall Contractor have any right or expectation to a reference with content otherwise unacceptable to Gundam.

12. **DISCLOSURE OF THIS AGREEMENT:**

Contractor agrees to keep this Agreement and its terms and provisions strictly confidential and not to disclose the same to any Third Party.

13. **ATTORNEY'S FEES:**

In the event of any breach, or threatened breach, by Contractor of any of the terms of this Agreement, the prevailing party is entitled to recover his or her reasonable attorneys' fees and costs incurred in connection with any action or proceeding arising out of, or relating to, any such breach or threatened breach.

14. **APPLICABLE LAW:**

This Agreement, and any dispute or controversy relating to the existence, validity, meaning interpretation, or alleged breach of this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of California.

15. **SEVERABILITY:**

If any term or provision of this Confidentiality Agreement is inconsistent with any law, state or regulation, or is invalid or unenforceable for any reason, such a term or provision shall be deemed curtailed and limited to the extent necessary to achieve consistency, validity, or enforceability, as the case may be, but such term or provision shall only be so curtailed and limited to the extent necessary to achieve the same, and the balance of this Confidentiality Agreement shall remain in full force and effect.

16. **INTEGRATION:**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no terms other than those contained herein. No supplement, modification, or termination of this Agreement shall be deemed valid unless executed in writing after the date hereof by the parties hereto.

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17. **VOLUNTARY AGREEMENT.**

Contractor has entered into this Agreement freely and voluntarily, and Contractor acknowledges that she either consulted with independent counsel before entering into this Agreement, or had the opportunity to do so, but elected not to.

This Agreement is executed as of this 1<sup>st</sup> day of August, 2016.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

"Contractor:

Gundam Touring Services U.S. LLC



By: \_\_\_\_\_

Printed Name: Katarina Benzova

Date Signed: 08/28/2021

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# Exhibit 104





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# Exhibit 105



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# Exhibit 106



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Last Updated: March 13, 2017

Welcome! The following are the terms of use ("Terms") that govern your use of the websites and applications where this appears (collectively, the "Site"). Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular offers or features on the Site are also incorporated into these Terms. By visiting or using the Site, you expressly agree to these Terms, as updated from time to time.

We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

While some of the events listed on the Site may appeal to children, the Site is not targeted at children under the age of 13, and they are not permitted to use the Site. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site, you affirm you are at least 13 years old.

## [ACCOUNT REGISTRATION]

You may browse the Site without registering for an account. You may be required to register for an account to use certain features of the Site. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are

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password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or deny access to the Site for any reason.

## [FAN CLUB MEMBERSHIP AND TICKET PURCHASES]

Fan club membership may be required to purchase certain tickets offered via the Site. You may join the fan club by submitting an application and paying the appropriate fees. Unless otherwise stated, memberships are for one year. Membership fees are final and non-refundable. We may change the terms of membership, including the fees, if you renew your membership. We will grant only one membership per person. If we determine that a single person has joined (or attempted to join) more than once, or if we receive multiple membership applications from a single and/or cluster of e-mail addresses verified to single person, we may cancel all applicable memberships and invalidate any tickets purchase via the membership(s). If a membership includes a package of additional items, we will ship the package as soon as possible but we will not be responsible for any delays.

We may offer certain tickets or ticket packages as a benefit to fan club members. Tickets purchased on our Site are typically subject to a per ticket service fee and a non-refundable per order processing fee. In many cases, delivery prices will also be owed. You may be limited to a specified number of tickets for each event (also

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buying practices. We reserve the right to cancel any of our orders and tickets without notice to you if you exceed the posted limits. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information.

Orders are processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, we will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, we may cancel your order and may sell your tickets to another customer without further notice.

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Different combinations of delivery methods may be offered, depending on factors that include the venue or country where the event is to be held, the country in which you live, how much time is left before the event starts, whether it is a holiday season and the nature of the demand for the event. Please carefully review the list of delivery methods offered during the purchase process. For security purposes, we can only ship tickets to the billing address on file with the credit card company that is used for your purchase. Opening acts or guests may sometimes tour with headlining performers. We are not always made aware of opening acts or the length of their performances. Opening acts, as well as festival performers, are subject to

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opening act or festival performer is changed or canceled.

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Before purchasing tickets, carefully review your event and seat selection. We will not issue exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets.

Occasionally, concerts are canceled or postponed. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that concert. For exact instructions on any canceled or postponed concert, please check the concert information online or contact us. If the event was moved or rescheduled, we may be able to substitute tickets with comparable or better seat locations in our discretion. Please contact us for more information if you cannot attend the rescheduled event.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us when we are prohibited from providing one, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets may be canceled, and we may, in its sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

If we are able to issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the ticket's face value paid (or, for a discounted ticket, then instead the discounted ticket price paid) and all service fees. In no event will delivery charges or any other amounts be refunded. If a refund is issued, it will be



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in connection with a canceled or postponed event.

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If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted on this Site or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then we will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction. Event providers reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with event provider rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to the event provider(s) to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

You and your belongings may be searched on entry to the event. You consent to

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consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some states and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that we determine to be, or has been, in violation of our policies. Tickets may not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.

## [CODE OF CONDUCT]

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;

## [DISPUTES, INCLUDING MANDATORY ARBITRATION AND CLASS ACTION]

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- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;
- Use any password or code to participate in a presale or other offer on the Site if you did not receive the password or code from us or if you violate the terms of the presale or offer; or

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## [OWNERSHIP OF CONTENT AND GRANT OF CONDITIONAL LICENSE]

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site (collectively, the "Content") are owned by us **or our licensors**. We own a copyright and, in many instances, patents and other intellectual property in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sublicensable license to view this Site and its Content as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of the Site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code

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Remove any copyright, trademark or other proprietary rights notices contained on the Site;

- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Content or the Site, including with respect to any CAPTCHA displayed on the Site. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain discount codes, promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or refresh transactional pages, or make any other request to transactional servers, more than once during any three-second interval;
- Request more than 1,000 pages of the Site in any 24-hour period, whether alone or with a group of individuals;

WAIVER]



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- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us **or our licensors**. You may not use our trademarks, logos and service marks in any way without our prior written permission. You may inquire about obtaining permission by contacting us at: [trademarks@livenation.com](mailto:trademarks@livenation.com).

## [FORUMS AND USER CONTENT]

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suggestions, reviews, concepts, audio and video recordings, photographs, artwork or other materials to the Forums or other areas of the Site ("User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

You own all rights to your User Content. If you submit User Content to the Site, you grant us a worldwide, non-exclusive, transferable, sublicenseable, royalty-free right and license to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else. This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with these Terms. We are not obligated to post, display or otherwise use any User Content, or to attribute your User Content to you. You will not make or authorize any claim against us that our use of your User Content infringes any of your rights.

Statements, opinions and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated

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minor's parent or legal guardian.

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We will have the right (but not the obligation) to monitor the Site, the Forums and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third party, and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

## [CLAIMS OF COPYRIGHT INFRINGEMENT ON THE SITE]

Under the Digital Millennium Copyright Act of 1998 (the "DMCA") if you believe in good faith that any content on the Site infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our Site that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that

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against you, you may send us a counter notice. You may read more information about the DMCA at <http://www.loc.gov/copyright>.

Notices and counter-notices should be sent to Copyright Officer, Live Nation Entertainment, Inc., 9348 Civic Center Drive, Beverly Hills, CA 90210, [copyrightofficer@livenation.com](mailto:copyrightofficer@livenation.com). There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice.

It is our policy to terminate, in appropriate circumstances, the access rights to the Site of repeat infringers.

## [LINKS]

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# GUNS N' ROSES

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# GUNS N' ROSES

that are different from these Terms. By participating in a Promotion, you will become subject to those rules. We urge you to review the rules before you participate in a Promotion. Promotion rules will control over any conflict with these Terms.

## [VIOLATION OF THESE TERMS]

We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account, delete all your User Content, cancel your fan club membership, and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for termination of your access to the Site or to your account or any related information, and we will not be required to make the Site or your account or any related information available to you. We may also cancel any order and products acquired through your order. We may refuse to honor pending and future purchases made from all accounts we believe may be associated with you, or cancel an order associated with any person we believe to be acting with you, or exercise any other remedy available to us.

You agree that your abusive use of the Site may cause damage and harm to us,

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that if you, or others acting with you, request more than 1,000 pages of the Site or make more than 800 reserve requests on the Site in any 24-hour period, you, and those acting with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents (\$0.25) for each page request or reserve request made during that 24-hour period which exceeds those limits.

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# GUNS N' ROSES

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# GUNS N' ROSES

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DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH THAT (A) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (B) IMPOSE A DAMAGES LIMITATION OF THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS, AND (C) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS, DO NOT APPLY IN CERTAIN STATES, INCLUDING WITHOUT LIMITATION NEW JERSEY, TO CLAIMS BROUGHT UNDER STATUTES PERMITTING SUCH RECOVERY.

[INDEMNIFICATION]

# GUNS N' ROSES

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hold us and our affiliated companies, artists, event providers, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

Any dispute or claim relating in any way to your use of the Site, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply;
- If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA



# GUNS N' ROSES

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~~waver discussed below. State arbitration laws do not govern in any respect.~~

This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Live Nation Entertainment, Inc., 9348 Civic Center Drive, Beverly Hills, CA 90210, Attn: Legal. You may download the forms located at <http://www.jamsadr.com>. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <http://www.jamsadr.com> or by calling (800) 352-5267. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous, but in no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's

# GUNS N' ROSES

proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive any right to a jury trial or to participate in a class action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

## [QUESTIONS]

If you have any questions, comments or complaints regarding these Terms or the Site, please contact us at:

Live Nation Entertainment, Inc.  
9348 Civic Center Drive  
Beverly Hills, CA 90210  
(800) 653-8000  
<http://www.gunsnroses.com/help>

California users may also contact the Complaint Assistance Unit of the Division of Consumer Services, California Department of Consumer Affairs, located at 1625 North Market Blvd., Sacramento, CA 95834, (800) 952-5210.

## Digital Services Act

The average monthly active recipients of the service, under the Digital Services Act,

# GUNS N' ROSES

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Guns N' Roses is managed by Team Brazil

Armand Butts Crump III and Tommy Mark, forever in our hearts.

# Exhibit 107

APPETITE FOR DISCUSSION  
www.a-4-d.com

Alan S. Gutman, SBN 128514  
Matthew E. Hess, SBN 214732  
John Juenger, SBN 225201  
GUTMAN LAW  
9350 Wilshire Blvd., Ste. 350  
Beverly Hills, CA 90212  
Telephone: 310-385-0700  
Email: [alangutman@gutmanlaw.com](mailto:alangutman@gutmanlaw.com)  
[mhess@gutmanlaw.com](mailto:mhess@gutmanlaw.com)  
[johnjuenger@outlook.com](mailto:johnjuenger@outlook.com)

Attorneys for Plaintiffs and Counter-Defendants GUNDAM TOURING  
SERVICES US, LLC, GUNDAM PRODUCTIONS, LLC and WATERHEAD  
INTERNATIONAL, INC. and Third-Party Defendant AXL ROSE

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES  
US, LLC; GUNDAM  
PRODUCTIONS, LLC; and,  
WATERHEAD INTERNATIONAL,  
INC.,

Plaintiffs,

v.

KATARINA BENZOVA,

Defendant.

AND RELATED CLAIMS.

Case No.: 2:23-CV-08968 FMO (Ex)

**OBJECTIONS TO NOTICE OF  
DEPOSITION OF AXL ROSE**

Date: April 21, 2025

Time: 10:00 a.m.

Place: 4550 E. Thousand Oaks Blvd.  
Suite 100  
Westlake Village, CA 91362

Complaint filed: October 24, 2023

Trial Date: September 16, 2025



1 TO DEFENDANT AND COUNTER-CLAIMANT KATARINA BENZOVA AND  
2 HER COUNSEL OF RECORD:

3 Third-Party Defendant Axl Rose hereby asserts the following objections to  
4 Defendant and Counter-Claimant Katarina Benzova's Notice of Deposition of Axl  
5 Rose:

6 **Objections to Notice of Deposition**

7 1. The date, time, and location for the deposition were unilaterally  
8 selected by counsel for Defendant and Counter-Claimant Benzova, without any  
9 consultation with counsel for the other parties in the case. *See* C.D. Cal. Attorney  
10 Civility and Professionalism Guidelines, ¶ B(2) ("We will consult other counsel  
11 regarding scheduling matters in a good faith effort to avoid scheduling conflicts....")

12 2. The deponent is not available on the date and time unilaterally selected  
13 for the deposition;

14 3. Counsel for the deponent is not available on the date unilaterally  
15 selected for the deposition;

16 4. The deposition sought is that of an "apex" witness. Axl Rose is the lead  
17 singer and front man for Guns N' Roses. Mr. Rose does not negotiate or draft  
18 contracts, had no role or involvement determining the terms of Ms. Benzova's  
19 agreements, does not have any role or involvement with sexual harassment policies,  
20 training, handling of complaints, investigation, or compliance. Moreover, he is not  
21 the individual accused of sexual harassment. Mr. Rose played no role whatsoever in  
22 the facts that gave rise to Defendant and Counter-Claimant Benzova's counter-claim  
23 or third-party claims, and does not have any knowledge of those facts. Further, he  
24 has not yet been individually served as a third-party defendant, nor has he personally  
25 appeared in the action. *See Jordan v. Wonderful Citrus Packing LLC*, 2019 U.S. Dist.  
26 LEXIS 5755, 2019 WL 176264, at \*8 (E.D. Cal. Jan 11, 2019)( "[t]he deposition of  
27 a high-level official or executive" "creates tremendous potential for abuse and  
28 harassment; and therefore, courts have the discretion to limit such discovery.");

1           5. Defendant and Counter-Claimant Benzova has not carried her burden  
2 of demonstrating that there are exceptional circumstances warranting the deposition  
3 of an “apex” witness. *See Lederman v. New York City Dept. of Parks & Recreation*,  
4 731 F3d 199, 203 (2d Cir. 2013); and

5           6. Defendant and Counter-Claimant Benzova has not carried her burden  
6 of establishing that the deponent has unique first-hand, non-repetitive knowledge of  
7 the facts at issue in the case. *Newmark Merrill Co., Inc. v. Newmark & Co. Real*  
8 *Est., Inc.* (C.D.Cal. Oct. 7, 2024, No. CV 23-2370-HDV(E)) 2024 U.S.Dist.LEXIS  
9 237091, at \*2-3; and

10           7. Defendant and Counter-Claimant Benzova has not carried her burden  
11 of establishing that she has exhausted other, less-intrusive discovery methods.  
12 *Myles v. County of San Diego*, 2016 U.S. Dist. LEXIS 108662, 2016 WL 4366543,  
13 at \*3 (S.D. Cal. Aug. 15, 2016).

14  
15  
16  
17 Dated: April 14, 2025

**GUTMAN LAW**

18 By: Matthew E. Hess

19 Matthew E. Hess, Esq.  
20 Attorneys for Plaintiffs GUNDAM  
21 TOURING SERVICES US, LLC,  
22 GUNDAM PRODUCTIONS, LLC and  
23 WATERHEAD INTERNATIONAL,  
24 INC. and Counter-Defendant AXL ROSE  
25  
26  
27  
28

**PROOF OF SERVICE**

I am over the age of eighteen and not a party to this action. I am employed in the county where the mailing took place. My business address is 0350 Wilshire Boulevard, Suite 350, Beverly Hills, California 90212. On Monday, April 14, 2025 I caused the following documents to be served from Los Angeles, California:

**OBJECTIONS TO NOTICE OF DEPOSITION OF AXL ROSE**

I placed a true and correct copy of the document(s) in a sealed envelope addressed to each of the following recipients:

Zach Rosenblatt, Esq. ZSR LAW 406 Broadway, #125 Santa Monica, CA 90401 Telephone: 310-529-1213 Email: <a href="mailto:zachsrosenblatt@gmail.com">zachsrosenblatt@gmail.com</a>	
--	--

*Attorney for Defendant and Counter-Claimant  
Katarina Benzova*

**X** **(BY MAIL)** I placed a true and correct copy of the document(s) in a sealed envelope addressed as follows and I caused the envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

**(BY FACSIMILE)** I transmitted the documents by facsimile machine, to each person listed in the above service list. The transmission(s) were reported as complete and without error.

**(BY OVERNIGHT MAIL)** I placed a true and correct copy of the document(s) in a sealed envelope addressed as follows and I caused the envelope to be deposited with FedEx at Los Angeles, California.

**X** **(BY ELECTRONIC MAIL)** I served the above documents to the email listed in the service caption above. A true and correct copy of the transmittal will be produced if requested by any party or the court.

**(BY MESSENGER SERVICE)** I gave a true and correct copy of the document(s) in a sealed envelope to a professional messenger service.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed at Beverly Hills, California on April 14, 2025.



Matthew E. Hess

# Exhibit 108

APPETITE FOR DISCUSSION  
www.a-4-d.com

Alan S. Gutman, SBN 128514  
Matthew E. Hess, SBN 214732  
John Juenger, SBN 225201  
GUTMAN LAW  
9350 Wilshire Blvd., Ste. 350  
Beverly Hills, CA 90212  
Telephone: 310-385-0700  
Email: [alangutman@gutmanlaw.com](mailto:alangutman@gutmanlaw.com)  
[mhess@gutmanlaw.com](mailto:mhess@gutmanlaw.com)  
[johnjuenger@outlook.com](mailto:johnjuenger@outlook.com)

Attorneys for Plaintiffs and Counter-Defendants GUNDAM TOURING SERVICES US, LLC, GUNDAM PRODUCTIONS, LLC and WATERHEAD INTERNATIONAL, INC. and Specially Appearing Third-Party Defendant FERNANDO LEBEIS

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES  
US, LLC; GUNDAM  
PRODUCTIONS, LLC; and,  
WATERHEAD INTERNATIONAL,  
INC.,

Plaintiffs,

v.

KATARINA BENZOVA,  
Defendant.

AND RELATED CLAIMS.

Case No.: 2:23-CV-08968 FMO (Ex)

**OBJECTIONS TO NOTICE OF  
DEPOSITION OF SPECIALLY  
APPEARING THIRD PARTY  
DEFENDANT FERNANDO LEBEIS**

Date: April 28, 2025

Time: 10:00 a.m.

Place: 4550 E. Thousand Oaks Blvd.  
Suite 100  
Westlake Village, CA 91362

Complaint filed: October 24, 2023

Trial Date: September 16, 2025



TO DEFENDANT AND COUNTER-CLAIMANT KATARINA BENZOVA AND  
HER COUNSEL OF RECORD:

Specially Appearing Third-Party Defendant Fernando Lebeis hereby asserts  
the following objections to Defendant and Counter-Claimant Katarina Benzova's  
Notice of Deposition Fernando Lebeis:

**Objections to Notice of Deposition**

1. The date, time, and location for the deposition were unilaterally  
selected by counsel for Defendant and Counter-Claimant Benzova, without any  
consultation with counsel for the other parties in the case. *See* C.D.Cal. Attorney  
Civility and Professionalism Guidelines, ¶ B(2) ("We will consult other counsel  
regarding scheduling matters in a good faith effort to avoid scheduling conflicts....")

2. The deponent is not available on the date and time unilaterally selected  
for the deposition;

2. Counsel for the deponent is not available on the date unilaterally  
selected for the deposition;

3. The deponent was not served with a subpoena; only a Notice of  
Deposition. At the time the Notice of Deposition was served on March 17, 2025, the  
deponent was a non-party witness.<sup>1</sup> Fed. R. Civ. P. 30(g)(2) expressly states that a  
non-party deponent must be "serve[d] with a subpoena," not a Notice of Deposition.

Dated: April 21, 2025

**GUTMAN LAW**

By: Matthew E. Hess

Matthew E. Hess, Esq.  
Attorneys for Plaintiffs GUNDAM  
TOURING SERVICES US, LLC,  
GUNDAM PRODUCTIONS, LLC and  
WATERHEAD INTERNATIONAL,  
INC. and Specially Appearing Third Party  
Defendant FERNANDO LEBEIS

<sup>1</sup> The subsequent attempt at service of the Summons and Counterclaim on March 28,  
2025 was defective for the reasons stated in Mr. Lebeis' pending Motion to Quash.

**PROOF OF SERVICE**

I am over the age of eighteen and not a party to this action. I am employed in the county where the mailing took place. My business address is 0350 Wilshire Boulevard, Suite 350, Beverly Hills, California 90212. On Monday, April 21, 2025 I caused the following documents to be served from Los Angeles, California:

**OBJECTIONS TO NOTICE OF DEPOSITION OF SPECIALLY APPEARING THIRD PARTY  
DEFENDANT FERNANDO LEBEIS**

I placed a true and correct copy of the document(s) in a sealed envelope addressed to each of the following recipients:

<p>Zach Rosenblatt, Esq. ZSR LAW 406 Broadway, #125 Santa Monica, CA 90401 Telephone: 310-529-1213 Email: <a href="mailto:zachsrosenblatt@gmail.com">zachsrosenblatt@gmail.com</a></p> <p><i>Attorney for Defendant and Counter-Claimant Katarina Benzova</i></p>	
---	--

**X** (BY MAIL) I placed a true and correct copy of the document(s) in a sealed envelope addressed as follows and I caused the envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

(BY FACSIMILE) I transmitted the documents by facsimile machine, to each person listed in the above service list. The transmission(s) were reported as complete and without error.

(BY OVERNIGHT MAIL) I placed a true and correct copy of the document(s) in a sealed envelope addressed as follows and I caused the envelope to be deposited with FedEx at Los Angeles, California.

**X** (BY ELECTRONIC MAIL) I served the above documents to the email listed in the service caption above. A true and correct copy of the transmittal will be produced if requested by any party or the court.

(BY MESSENGER SERVICE) I gave a true and correct copy of the document(s) in a sealed envelope to a professional messenger service.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed at Beverly Hills, California on April 21, 2025.



Matthew E. Hess

APPETITE FOR DISCUSSION

[www.a-4-d.com](http://www.a-4-d.com)

# Exhibit 109



Outlook

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**Re: Formal Meet and Confer Requests**

---

**From** Matthew Hess <mhess@gutmanlaw.com>

**Date** Mon 4/28/2025 10:06 AM

**To** Zach <zachsrosenblatt@gmail.com>; Alan S. Gutman <alangutman@gutmanlaw.com>

Zach,

1. We're moving for SJ on our Second Amended Complaint and on Benzova's copyright-related counter-claims (i.e., copyright infringement, contributory infringement, CMI and fraud & negligent misrepresentation, Counts 1-4, 8-13 and 16 of Benzova's Counter-Claim );
2. The May 5 date is correct; and
3. We served written objections to the Lebeis deposition notice and our position has not changed.

---

**From:** Zach <zachsrosenblatt@gmail.com>

**Sent:** Friday, April 25, 2025 3:09 PM

**To:** Matthew Hess <mhess@gutmanlaw.com>; Alan S. Gutman <alangutman@gutmanlaw.com>; Zach <zachsrosenblatt@gmail.com>

**Subject:** Re: Formal Meet and Confer Requests

Dear Mr. Hess,

Thank you for our meet and confer today. I'm writing to confirm the key points we covered:

1. You are moving for summary judgment on the issues of implied license and no CMI violation.
2. We are moving for summary judgment on the non-existence of any implied sublicense.
3. As per docket 31, both of our initial papers will be due 7 days from Monday, May 5, 2025. I hereby confirm this timeline for the summary judgment motions. Please provide a written reply that you agree to this timeline.
4. You have informed me that Fernando Lebeis will not appear at his scheduled deposition on Monday, April 28, 2025.
5. I have notified you of our intention to file a motion for sanctions regarding Axl Rose's failure to appear and Fernando Lebeis's failure to appear. I have also indicated that we are contemplating an *ex parte* motion to extend discovery due to the lack of depositions and general discovery deficiencies as of this date. You have stated that you would oppose this motion.

If you have any questions or concerns regarding these matters, please don't hesitate to contact me.

T: 310.529.1213 | [zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com).

406 Broadway, #125 Santa Monica CA 90401

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On Thu, Apr 24, 2025 at 1:53 PM Zach <[zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com)> wrote:

Matt:

No problem. I look forward to seeing you at your office, 9350 Wilshire Blvd. Suite 350, Beverly Hills CA 90212.

T: 310.529.1213 | [zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com).  
406 Broadway, #125 Santa Monica CA 90401

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On Thu, Apr 24, 2025 at 1:09 PM Matthew Hess <[mhess@gutmanlaw.com](mailto:mhess@gutmanlaw.com)> wrote:

Zach,

In person tomorrow in Beverly Hills at 1:30 is fine, but to be honest I would prefer not to discuss the issues raised by pending litigation at a coffee shop. You are welcome to come to our office. I look forward to seeing you then.

---

**From:** Zach <[zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com)>

**Sent:** Thursday, April 24, 2025 1:01 PM

**To:** Matthew Hess <[mhess@gutmanlaw.com](mailto:mhess@gutmanlaw.com)>

**Cc:** Alan S. Gutman <[alangutman@gutmanlaw.com](mailto:alangutman@gutmanlaw.com)>

**Subject:** Re: Formal Meet and Confer Requests

Matt:

Does in person tomorrow at 1:30 pm work? I know your office is in Beverly Hills. I can accommodate by coming to Beverly Hills. There is a nice coffee shop called Urth Caffe at 267 S. Beverly Drive, Beverly Hills CA 90212, which has comfortable seating for meetings. Please let me know if that time and location works.

Thank You.

T: 310.529.1213 | [zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com).  
406 Broadway, #125 Santa Monica CA 90401

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On Thu, Apr 24, 2025 at 9:16 AM Matthew Hess <[mhess@gutmanlaw.com](mailto:mhess@gutmanlaw.com)> wrote:

Zach,

I am available to meet and confer on Friday either in person, via Zoom, or via telephone - just let me know what works best for you.

---

**From:** Zach <[zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com)>

**Sent:** Wednesday, April 23, 2025 1:21 PM

**To:** Alan S. Gutman <[alanguzman@gutmanlaw.com](mailto:alanguzman@gutmanlaw.com)>; Matthew Hess <[mhess@gutmanlaw.com](mailto:mhess@gutmanlaw.com)>; Zach <[zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com)>

**Subject:** Formal Meet and Confer Requests

Mr. Gutman/ Mr. Hess

As you know neither you nor Mr. Rose appeared at the deposition on Monday. Consequently, I write to meet and confer in this matter. Also Pursuant to the Court's Order (Docket 31, page 4), which requires an in-person meet and confer session prior to April 28th, I propose that we meet this Friday, April 25th.

I am available throughout the day on Friday and am willing to accommodate any location that is convenient for you. Please advise of your preferred time and location, and I will make the necessary arrangements to attend.

Thank you for your professional courtesy in this matter. I look forward to working constructively with you to resolve the outstanding issues.

Best,

Zach Rosenblatt, Esq.

T: 310.529.1213 | [zachsrosenblatt@gmail.com](mailto:zachsrosenblatt@gmail.com).

406 Broadway, #125 Santa Monica CA 90401

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APPETITE FOR DISCUSSION  
[www.a-4-d.com](http://www.a-4-d.com)

# Exhibit 110



All Mailboxes (Found 813 matches for search)

Move to...

FROM

Fernando Lebeis

agged (8,329)

Drafts (39)

Save

Fernando Lebeis

Re: GNR / Social Media / Photos

To: Carleen Donovan, Cc: Kim Williams, Brandon Doyle, Katarina Benzova

APPETITE FOR DISCUSSION

www.a-4-d.com

December 5, 2022 at 1:12 PM

Details

FL

Adding Kat that has access of all the photos and its history of them.

Kat, Carleen is our publicist and looking to try and get our photos into the wire so we don't combat issues which has plagued us for so long.

On Dec 6, 2022, at 08:49, Carleen Donovan <[carleen@theoriel.co](mailto:carleen@theoriel.co)> wrote:

Thank you Kim  
The folder is working and I am in. Which is the best folder to refer media to. I see there are several folders. In the interim, we are using the zip Fernando sent us this weekend.

From: Kim Williams <[kim@thesyn.com](mailto:kim@thesyn.com)>

Date: Monday, December 5, 2022 at 12:13 PM

To: Fernando Lebeis <[fernando@teambrazil.com](mailto:fernando@teambrazil.com)>

Cc: Carleen Donovan <[carleen@theoriel.co](mailto:carleen@theoriel.co)>, Brandon Doyle <[brandon@teambrazil.com](mailto:brandon@teambrazil.com)>

Subject: Re: GNR / Social Media / Photos

Onetech360 E-mail Protect

Warning: Sender @kim@thesyn.com is not yet trusted by your organization.  
Please be careful before replying or clicking on the URLs.

Report Phishing

Remove Banner

powered by Graphus®

Hi Carleen, pleasure to be connected with you.

I know we should be all set on Dropbox when Brandon adds your additional email but please let me know if there's anything else you need.

On Sat, Dec 3, 2022 at 7:56 PM Fernando Lebeis <[fernando@teambrazil.com](mailto:fernando@teambrazil.com)> wrote:

Hi Kim, please meet our new publicist Carleen Donovan, can you please get her access to our Dropbox files for media files and anything else she may need.

--

THE

KIM WILLIAMS (she/her)



**Estlund, Kim**

GNR portrait

**APPETITE FOR DISCUSSION**[www.a-4-d.com](http://www.a-4-d.com)

April 5, 2016 at 11:23 AM



To: Katarina Benzova, Cc: Fernando Lebeis (fernando@teambrazil.com) &lt;fernando@teambrazil.com&gt;

[Details](#)

Hello Kat! Hope you are well and rested up!!!

I love the b/w portrait of the band...but this is our first image of the complete new lineup and I would love to see if there is something in there with Axl looking a little less serious and intense.

Of course the turnaround is quick, can you send us a few more lo res selects in quickly via email so Fernando and I can pick a new portrait. The current image is attached.

Thank you!!!!

**Kim Estlund****BIWIR PR****9100 Wilshire, 5<sup>th</sup> Fl, West Tower****Beverly Hills, CA 90212****310-248-6127**



Found in Sent - katarinabenzova@gmail.com Mailbox  
**APPETITE FOR DISCUSSION**  
[www.a-4-d.com](http://www.a-4-d.com)



**Katarina Benzova**

Re: Animated

To: Fernando Lebeis

April 4, 2016 at 9:41 AM

I think so. I will send it to you in a sec :)

And about the band photo. I think we can do way better one here in Vegas and we should have them wear sunglasses and Ax maybe bandana or hat? What do you think?

**Katarina Benzova**

photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)

[Instagram](#)

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[See More](#) from Fernando Lebeis



**Fernando Lebeis**

Re: Animated

To: Katarina Benzova

April 4, 2016 at 9:46 AM

I think it's cool, but yeah. We should keep it going, just happy to have one before the tour starts hahah

[See More](#) from katarinabenzova@gmail.com

Found in Sent - katarinabenzova@gmail.com Mailbox



**Katarina Benzova**

Re: Animated

To: Fernando Lebeis

April 4, 2016 at 9:59 AM

Here is 4 of the Sherif ones to chose from. Let me know and I will exchange it in Dropbox:) What about the video? Must be 30 secs?



**Fernando Lebeis**

Re: GNR portrait

To: Estlund, Kim, Cc: Katarina Benzova

APPETITE FOR DISCUSSION  
www.a-4-d.com

April 5, 2016 at 12:14 PM

[Details](#)

Can you resend the photo?

Kim should we use a stage one? A rock one to control the happiness instead of raise worry /rumors where there aren't any?

[See More from Estlund, Kim](#)

Found in Inbox - katarinabenzova@gmail.com Mailbox

**Estlund, Kim**

RE: GNR portrait

To: Katarina Benzova, Fernando Lebeis

April 5, 2016 at 12:36 PM



Okay, then honestly we should not use this now if we can do better on Friday. I just feel like their first official portrait needs to really capture the celebration and impact of this band for the next year. And I just want HIM to look his best and he looks soo serious.

Fernando...I am resending the draft from earlier to our team for approval using LIVE shots for now. lets wait on the official portrait. It HAS to be right!



**Kim Estlund**  
**BIWIR PR**  
**310-248-6127**

**From:** Katarina Benzova [<mailto:katarinabenzova@gmail.com>]

**Sent:** Tuesday, April 05, 2016 12:25 PM

**To:** Fernando Lebeis

**Cc:** Estlund, Kim

**Subject:** Re: GNR portrait

Here is the hi-res of that photo.

I agree with Fernando. I can make way better band photo on Friday as this photo doesnt really do the justice about how amazing the legendary first show was:)

I attached few show once that I think would work. Do you want them with watermark or without?





**Fernando Lebeis**

Re: Photos

To: Katarina Benzova

APPETITE FOR DISCUSSION  
www.a-4-d.com

April 9, 2016 at 12:05 PM

Yep, and need editorial photos.

On Apr 9, 2016, at 11:53 AM, Katarina Benzova <[katarinabenzova@gmail.com](mailto:katarinabenzova@gmail.com)> wrote:

Hey there.

Hope you were able to get some sleep:)

I was wondering if you guys need help with the photo delivery somehow to website people and social media. I can help to do all that if you want me to:) Just a thought:)

Anyway should I always pick the best photo from the show and the next day get it approved by you and maybe send it to Kim?

See you later:)

xx

**Katarina Benzova**

photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)

[Instagram](#)

[Facebook](#)

[#SHOTBYKAT](#)

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**Fernando Lebeis**

Re: Photos

To: Katarina Benzova

April 9, 2016 at 12:11 PM

Yep, depending on the mood.

On Apr 9, 2016, at 12:09 PM, Katarina Benzova <[katarinabenzova@gmail.com](mailto:katarinabenzova@gmail.com)> wrote:

Ok. Lets try to do band photo before the show tonite. Sounds good?

**Katarina Benzova**

photographer/cinematographer

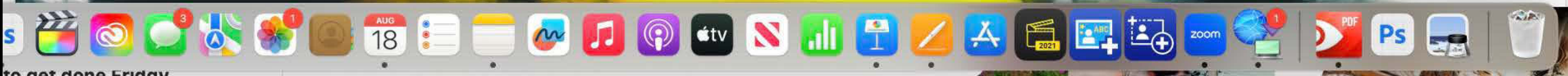
[www.katarinabenzova.com](http://www.katarinabenzova.com)

[Instagram](#)

[Facebook](#)

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**Fernando Lebeis**

APPETITE FOR DISCUSSION  
www.a-4-d.com

Re: URGENT Axl solo shot needed asap...

To: Estlund, Kim, Cc: Katarina Benzova

April 16, 2016 at 4:04 PM

[Details](#)

Oh, well let's find a freaking photo!!!

[See More from Estlund, Kim](#)

Found in Inbox - katarinabenzova@gmail.com Mailbox



**Estlund, Kim**

Re: URGENT Axl solo shot needed asap...

To: Fernando Lebeis, Cc: Katarina Benzova

April 16, 2016 at 4:05 PM

[Details](#)

If Kat cleans out slash we can just use the one pic in the bandanna

Kim Estlund  
BWR PR  
310-248-6127

[See More from Fernando Lebeis](#)

Found in Sent - katarinabenzova@gmail.com Mailbox



**Katarina Benzova**

Re: URGENT Axl solo shot needed asap...

To: Estlund, Kim, Cc: Fernando Lebeis

April 16, 2016 at 4:29 PM

[Details](#)



Ok. I will send it to you as soon as I get to my computer tonite and edit it.

Sent from my iPhone.Regularly foiled by autocorrect. But duck it.

[See More from Estlund, Kim](#)

Found in Inbox - katarinabenzova@gmail.com Mailbox



**Estlund, Kim**

Re: URGENT Axl solo shot needed asap...

To: Katarina Benzova, Cc: Fernando Lebeis

April 16, 2016 at 4:31 PM

[Details](#)





**Katarina Benzova**

purple rain

To: Fernando Lebeis

APPETITE FOR DISCUSSION  
www.a-4-d.com

April 21, 2016 at 10:59 AM

Hey,  
hope you had a good trip:)

I was thinking...do you want me to edit one of the rainy last night photos into purple and do RIP post for Prince that it was raining purple rain last night? or something like that.

Let me know

xx

**Katarina Benzova**  
photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)  
[Instagram](#)  
[Facebook](#)  
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**Fernando Lebeis**

Re: purple rain

To: Katarina Benzova

April 21, 2016 at 11:01 AM

Yep.

[See More](#) from [katarinabenzova@gmail.com](mailto:katarinabenzova@gmail.com)

Found in Sent - [katarinabenzova@gmail.com](mailto:katarinabenzova@gmail.com) Mailbox



**Katarina Benzova**

Re: purple rain

To: Fernando Lebeis

April 21, 2016 at 11:10 AM

Would this work? Should I just send it to Liz to post it on FB?



APPETITE FOR DISCUSSION  
www.a-4-d.com



**Fernando Lebeis**

Calendar / tour program

To: Katarina Benzova

June 30, 2016 at 1:45 PM

Kat, can you take out 20 photos we haven't used for a tour program?

Can you take out 16 photos for a calendar?

Sooner the better

Send it over for approval.

Found in Sent - katarinabenzova@gmail.com Mailbox



**Katarina Benzova**

Re: Calendar / tour program

To: Fernando Lebeis

June 30, 2016 at 1:48 PM

Only from the past few shows? and also I dont know which ones were used for Nightrain.

I dont think its a bad thing to use the ones we used online already anyways especially the ones on Nightrain as not that many people see them.

Does those 20 for tour program have to be different from the 16 for calendar.

Sorry for all those questions

**Katarina Benzova**

photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)

[Instagram](#)

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[See More from Fernando Lebeis](#)



**Fernando Lebeis**

Re: Calendar / tour program

To: Katarina Benzova

June 30, 2016 at 1:55 PM



**Fernando Lebeis**

Re: Calendar / tour program

To: Katarina Benzova

APPETITE FOR DISCUSSION  
www.a-f-d.com

June 30, 2016 at 1:55 PM

We have over 70k members on the Nightrain.

It would be better if they were different.

[See More from katarinabenzova@gmail.com](#)

Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

Re: Calendar / tour program

To: Fernando Lebeis

June 30, 2016 at 2:01 PM

Ok. I will ask Liz what photos are on Nightrain as I dont have access to it.  
Are these photos suppose to be only from this tour? and those for calendar different from tour program?

Thanks

**Katarina Benzova**  
photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)  
[Instagram](#)  
[Facebook](#)  
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[See More from Fernando Lebeis](#)

**Fernando Lebeis**

Re: Calendar / tour program

To: Katarina Benzova

June 30, 2016 at 2:06 PM

Colander will be for 2017 so it's fine to use reused photos. Program should be leading up from wherever.

[See More from katarinabenzova@gmail.com](#)



Found in Inbox - k  
www.a-4-d.com



**Estlund, Kim (LAN-RCN)**

GNR Live Shots Chicago

To: Katarina Benzova, Cc: Fernando Leibis (fernando@teambrazil.com) <fernando@teambrazil.com>, Liz Colabraro

June 30, 2016 at 3:36 PM



[Details](#)

Kat!

Just a reminder, I will need 6-8 approved color shots from the show on both nights...we are issuing only 2 photo passes so I have quite a demand. I need 2 exclusive to go to Chicago Sun Times...I will be up til midnight tomorrow night and Sunday.

Liz, let me know if there are any changes to the setlist below...once it happens.

Would love a few close ups of the three...as well as full stage shots.



It's So Easy

Mr. Brownstone

Chinese Democracy

Welcome to the Jungle

Double Talkin' Jive

Estranged

Live and Let Die (Wings)

Rocket Queen

You Could Be Mine

Raw Power (Iggy and The Stooges /You Can't Put Your Arms)

This I Love

Civil War

Coma

Band intros into Slash solo - Speak Softly Love (Love Theme From The Godfather/Andy Williams)

Sweet Child O' Mine

Better

Out Ta Get Me

Jam ("Wish You Were Here" Pink)

November Rain

Knockin' on Heaven's Door (Bob Dylan)

Nightrain

*Encore:*

Don't Cry

The Seeker (The Who)



Found in Sent - katarinabenzova@gmail.com Mailbox



**Katarina Benzova**

Re: GNR Live Shots Chicago

To: Estlund, Kim (LAN-RCN), Cc: Fernando Lebeis, Liz Colabraro

June 30, 2016 at 3:45 PM

[Details](#)

Hi Kim,

The show finishes at midnight so I will do my best to select and edit as many photos as possible right after the show as well as get them approved by everyone. But you might need to stay up a little longer. Sorry:(

Kat

**Katarina Benzova**  
photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)  
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[See More](#) from Estlund, Kim (LAN-RCN)

Found in Inbox - katarinabenzova@gmail.com Mailbox



**Estlund, Kim (LAN-RCN)**

RE: GNR Live Shots Chicago

To: Katarina Benzova, Cc: Fernando Lebeis, Liz Colabraro

June 30, 2016 at 4:04 PM



[Details](#)



No worries...I can handle it...I just need to get pics to these writers sooner than the next morning. 😊

**Kim Estlund**  
Vice President, Music

**ROGERS & COWAN**  
T: 310.854.8180 | E: [kestlund@rogersandcowan.com](mailto:kestlund@rogersandcowan.com)

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Found in inbox - katarinabenzova@gmail.com Mailbox

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www.a-4-d.com



**Maya Robinson**

Guns N' Roses reunion show photos: New York Magazine

To: Katarina Benzova

July 5, 2016 at 11:50 AM



**Siri Found a Phone Number**

Maya Robinson  
(212) 508-0820

Update



Hi Katarina,

Hope this finds you well. I'm looking for photos from the Guns N' Rose's reunion shows in Chicago over the weekend – I see you have some great ones. We're publishing a large piece on GNR and would love to use one (or more) of your images? Would it be possible to see some of the images that haven't been sent out to other publications?

Let me know what is doable – would love to use your photos for this piece.  
Thanks!  
Maya

—  
Maya Robinson  
Art Director, Photography and Visuals  
[NYMag.com](http://NYMag.com)  
75 Varick Street, 4th Floor  
New York, NY 10013  
212.508.0820

Found in Sent - katarinabenzova@gmail.com Mailbox



**Katarina Benzova**

Re: Guns N' Roses reunion show photos: New York Magazine

To: Maya Robinson

July 5, 2016 at 12:00 PM

Hi Maya,

Thank you for reaching out.  
Of course, I will talk to our publicist and management really quick and send you over some options.

Have a great day,

Kat

**Katarina Benzova**  
photographer/cinematographer



Found in Sent - katarina.benzova@wsj.com Mailbox

**Katarina Benzova**

Wall Street Journal photo request

To: Estlund, Kim (LAN-RCN), Cc: Fernando Lebeis

July 7, 2016 at 12:53 PM

[Details](#)

Hi guys,  
Here is another photo request from Wall Street Journal.  
Kim, are you gonna reach out to them or do you want me to?

Thank you

Kat

**Katarina Benzova**

photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)[Instagram](#)[Facebook](#)[#SHOTBYKAT](#)

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Begin forwarded message:

**From:** "Huynh, Timmy" <[timmy.huynh@wsj.com](mailto:timmy.huynh@wsj.com)>**Subject:** Guns N' Roses, July 3, Soldier field**Date:** July 7, 2016 at 2:49:50 PM CDT**To:** [katarinabenzova@gmail.com](mailto:katarinabenzova@gmail.com)**Cc:** Lucy Gilmour <[lucy.gilmour@wsj.com](mailto:lucy.gilmour@wsj.com)>

Katarina,

I'm a photo editor at the Wall Street Journal, and we're looking for some photos of Guns N' Roses performing at Soldier Field on July 3, in particular anything that shows the stadium and all the fans. Please let us know if you have any and how much it would cost to license in print and online.

Thanks,  
Timmy Huynh  
WSJ Photo Editor



Found in Inbox - katarinabenzova@gmail.com Mailbox

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**Estlund, Kim (LAN-RCN)**

July 7, 2016 at 12:55 PM

RE: Wall Street Journal photo request

To: Katarina Benzova, Cc: Fernando Lebeis

[Details](#)

I hve sent them pics already and will followup now as obviously writer does not know how to forward....both Neil Shah and John Jurgensen have pics! ☺

**Kim Estlund**  
Vice President, Music

**ROGERS & COWAN**

T: 310.854.8180 | E: [kestlund@rogersandcowan.com](mailto:kestlund@rogersandcowan.com)

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[See More from katarinabenzova@gmail.com](#)

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**Fernando Lebeis**

July 7, 2016 at 1:03 PM

Re: Wall Street Journal photo request

To: Estlund, Kim (LAN-RCN), Cc: Katarina Benzova

[Details](#)

Be Careful.

WSJ is looking to do a bad piece on the band.

[See More from Estlund, Kim \(LAN-RCN\)](#)

**ROGERS & COWAN**



**Fernando Lebeis**

July 7, 2016 at 1:03 PM

Re: Wall Street Journal photo request

[Details](#)



November 6, 2016 at 3:10 PM

[See More from Fernando Lebeis](#)

November 6, 2016 at 3:27 PM



November 6, 2016 at 5:06 PM

[See More from Fernando Lebeis](#)





**Brian Klein**

Credit

To: Katarina Benzova

APPETITE FOR DISCUSSION  
www.a-4-d.com

June 30, 2016 at 11:22 AM

Please resend me how you want to be credited for photos online. Also I notice there are photos not watermarked you uploaded to the duff folder. Shouldn't they be watermarked for use?

Sent from my BriPhone6s

Found in Sent - katarinabenzova@gmail.com Mailbox



**Katarina Benzova**

Re: Credit

To: Brian Klein

June 30, 2016 at 11:33 AM

True. I just uploaded watermarked:)  
I will have photos from last night ready in a bit so I will send those over as well for approval.

Credits : Instagram : katbenzova\_photo  
Facebook : Katarina Benzova Photography  
and everything else just Katarina Benzova

Thank you so much

**Katarina Benzova**  
photographer/cinematographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)

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[Facebook](#)

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[See More from Brian Klein](#)



**Brian Klein**

Re: Credit

To: Katarina Benzova

June 30, 2016 at 11:42 AM



Found in Sent - katarina**APPETITE FOR DISCUSSION**x  
www.a-4-d.com



**Katarina Benzova**  
Slash/Gibson  
To: Jeff Varner

July 23, 2

Hi Jeff,  
Would you mind asking Gibson if they can give me photo credit?  
Thank you so much

Kat

Written in smoke, translated by warlocks, sent from my palms.



**Jeff Varner**  
Re: Slash/Gibson  
To: Katarina Benzova

July 23, 2

Yes, I did initially...will follow up right now

Jeff Varner-Partner  
Revelation Management Group  
8439 W. Sunset Blvd, Suite 303  
Los Angeles, CA 90069  
Ph: 323-432-3219  
[Varner@revelationmgmt.com](mailto:Varner@revelationmgmt.com)  
[www.revelationmgmt.com](http://www.revelationmgmt.com)

[See More](#) from [katarinabenzova@gmail.com](mailto:katarinabenzova@gmail.com)



**Katarina Benzova**  
Re: Slash/Gibson  
To: Jeff Varner

July 23, 2

Sorry for that and thank you:)

Written in smoke, translated by warlocks, sent from my palms.

[See More](#) from [Jeff Varner](#)

# EXHIBIT 1

☆ Fernando Lebeis

Re: Follow up

To: Katarina Benzova

January 10, 2017 at 10:19 AM

51

Hey kat, I have reached out to Luis to see what can be done in regards of your carry on luggage and the hassle it entails. Stand by.

Credit - waiting on the language you would like, and we can go from there. However, for the sake of argument, credit will be given in a standard way. Such as Photo Credit at the end of a book, tour book, program. So let me know what the language you would like and we will see what can be done.

DVD, I am meeting the DVD guy tomorrow. He'll be the one adding you as a line item to his budget and pay you the *Creative Director* salary amount or whichever the "proper" title would be.

Photo Exhibition, would be a profit share; where you will get a percentage of per photo sold. Will work on the number next week or maybe by the end of the week. (Keep in mind, once you get into profit share; salary / payment for putting the exhibition together is forwent.)

Book, again - profit share on a per book sold.

Video / Media - we will need to find a better way as to not have you clogged up with tedious work, as you know we are no longer going to be doing 2 videos per show/day; as it has become quite redundant. We will need to figure out a better way to have an online presence.

I will do all in my power to make sure you are happy.

See More from Katarina Benzova

Katarina Benzova

Re: Follow up

To: Fernando Lebeis

January 11, 2017 at 7:22 AM

KB

Hey Fe,

- Cool about the luggage.

- Credit: I'm totally cool with standard photo credit at the end of book, tour book, program. I just wasn't ok being only listed in the B party in the tour program when I should have been also listed at the end with Bravado and the tour program design people as a tour program photography. Because listing me in crew is not a photo credit, you know what I mean? Other than that its all good

-DVD, cool. Keep me posted when I should come to LA this week

-Exhibition and book we can talk about profit share when it gets closer to it, but I totally understand

-video/media - I will talk to Nico and see what she can come up with as a solution

LA this week- Do you want me to come few days earlier to shoot some footage of rehearsals/meetings?

# EXHIBIT 2



See More from Fernando Lebeis

**Fernando Lebeis**

Re: Duff Photo

To: Katarina Benzova

January 29, 2017 at 7:26 PM

FL

All good, watermark it for me. :)

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

4

☆ **Katarina Benzova**

Re: Duff Photo

To: Fernando Lebeis

January 29, 2017 at 7:29 PM

KB

I can't, it's in really low quality. Can he send higher res one at least 1MB? Thanks

Btw if I watermark it I don't want anyone to think it's mine. I can send you better one if you want

See More from Fernando Lebeis

**Fernando Lebeis**

Re: Duff Photo

To: Katarina Benzova

January 29, 2017 at 7:31 PM

FL

Kat, the photos you watermarked are GNR's. Kind of burned out with this mine vs. theirs crap.

You are watermarking GNR's photos.

I will get Jarmo to send me a high res photo.

See More from Katarina Benzova

# EXHIBIT 3

**Fernando Lebeis**

Re: January Rehearsals

To: Katarina Benzova

January 8, 2020 at 3:02 PM

FL

Hi Kat, what bonus did I say? I must have spaced out Kat and will obviously make it right.

As for the salary, unfortunately for what we are touring we can't go any further than what we currently have you at.

I always want to make sure you are happy and give you what I can and extra work as I am able.

I got you paid from bravado and obviously we are planning on releasing 3 more books which will mean you would get paid for those as well.

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

Re: January Rehearsals

To: Fernando Lebeis

January 8, 2020 at 5:05 PM

KB

We had a conversation at your house and you said that you want me to stick around and not to commit to other bands and that you know we are not currently touring much and you will even it out my pay at the end of the year because family take cares of each other. You didn't mentioned exact amount.

Bravado never payed me.

I'm not asking for much and nothing out of ordinary. I'm just asking if you can even out what I'm being payed somewhere else so I'm not loosing money. And I was hoping that after more than 9 years loyalty for the band and your family you wouldn't consider letting me go for few \$.

I'm gonna keep touring I need to make at least the same amount of money for it to be worth it. I don't have anyone to back me up and have to help out my family as well. If this is not gonna work I might have to find different job unfortunately.

I'm sorry. Hope it didn't come out the wrong way. This is not coming from a bad place. Just trying to find solution as I wanna come out on tour happy and excited with new ideas and drive rather in feeling unappreciated and unheard.

Hope you understand and we can find something to work this out :)

Thank you Fe

www.a-4-d.com

Katarina Benzova

Photographer

katarinabenzova.com

Instagram MUSIC

Instagram TRAVEL

# EXHIBIT 4



Ok, understood.

See More from Fernando Lebeis

Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

Re: Signed agreement for North America and South America 2017

To: Fernando Lebeis, Cc: Bernie Gilhuly

September 9, 2017 at 11:08 AM

Details



Hi,

Getting back to this. Can you please explain this again ?) I'm not on the same flight as you and when I looked online there is so many Bussines options available from NY .  
I would still like to have the agreement so it's all on paper and we don't have to negotiate about his before every flight.  
I hope you understand

Thank you so much

Kat

Written in smoke, translated by warlocks, sent from my palms.

See More from Fernando Lebeis

**Fernando Lebeis**

Re: Signed agreement for North America and South America 2017

To: Katarina Benzova, Cc: Bernie Gilhuly

September 9, 2017 at 11:16 AM

Details



Kat, the flights were over 12k. If economy plus is not acceptable, then we can skip South America and catch back up in arena run.

It's a 2 week run and a 12k+ ticket for you just isn't budgeted.

And for the negotiation, this isn't one. I am simply doing what I can with what's allowed.

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

September 9, 2017 at 11:29 AM



# EXHIBIT 5

**Fernando Lebeis**

Re: Kat talk

To: Katarina Benzova

February 28, 2018 at 11:46 AM

FL

Hi Kat, I didn't mean to imply you were bumming me out on purpose. Just don't like comparisons.

I am trying to understand what you are asking, it's the 6k a week or 2k a show, just isn't going to work out for us. Yes, you may be paid these fees with other bands, however you don't travel with them for as long as you travel with us, at times we are touring for 9months out of the year.

Your class of travel is business, however if the business is crazy expensive like some in the past were. I am sorry that took so long.

Your weekly rate is what you had requested last year, I am comfortable where that sits and it's within our budget.

Obviously, I understand you have a life to feed and this year our traveling / touring is somewhat limited, however that will soon change.

See Memo from Katarina Benzova

**Fernando Lebeis**

Re: Kat talk

To: Katarina Benzova

February 28, 2018 at 11:47 AM

FL

I am ill, but would love to speak with you in person. I am hoping by this weekend, it gets better and if so, maybe we can do a pizza or bbq at my house.

See Memo from Katarina Benzova

# EXHIBIT 6



**Katarina Benzova**

**Re: Book**

**To: Fernando Lebeis**

November 30, 2017 at 9:59 PM

KB

And just a question as I still can't wrap my head around this and I'm super confused.

Is there any reason for not having my name anywhere in book ( except as a part of B Party ) in 300 pages of photos I took? While there are complete BIDs of every single graphic artist that made the artwork?

I've been working for you for 7 years and been working hard. Never really asked for anything and always delivered everything on time. Worked overtimes and weeks of non payed work to deliver anything at anytime that was needed at any hour, doesn't matter how much time it took or if I had other work at that time. GNR was always my priority and always did everything to make everyone happy.

It really hurts me on professional but mainly personal level and I really don't know what I did to you and why I'm being excluded from everything involving my photographs.

I'm just asking as I really don't understand and would love to talk about it if you can.

**Katarina Benzova**

photographer/magographer

[www.katarinabenzova.com](http://www.katarinabenzova.com)

[Instagram MUSIC](#)

[Instagram TRAVEL](#)

[Facebook](#)

[#SHOTBYKAT](#)

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See More from Fernando Lebeis

**Fernando Lebeis**

**Re: Book**

**To: Katarina Benzova**

November 30, 2017 at 10:07 PM

FL

No no, don't worry about that. You will be mentioned. We have tons to do as far as credit goes. Don't judge a book by its cover. J).

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

4

# EXHIBIT 7

See More from Fernando Lebeis

**Fernando Lebeis**

Re: January Rehearsals

To: Katarina Benzova

January 8, 2020 at 8:52 AM

FL

Kat, I can't pay you anymore than I already am.

I am finding alternative ways for you to supplement your salary.

I was told bravaado paid you \$k for the book? Will follow up. Because this makes no sense.

I don't know how other bands can pay a photographer \$k a week for what would be 6 months of touring this year at the very least. The mathematics for our budget doesn't allow me to pay you 150k or more for your services.

Also, I am not taking it from a bad place Kat, don't worry. I understand your ask and I am sorry I can't come up to your number.

I am truly sorry you feel unappreciated or unheard. That's quite sad to hear.

See More from Katarina Benzova

Found in Inbox - katarinabenzova@gmail.com Mailbox



# EXHIBIT 8



**Carleen Donovan**

Re: GNR / Social Media / Photos

To: Fernando Lebeis, Cc: Kim Williams, Brandon Doyle, Katarina Benzova

December 5, 2022 at 2:17 PM

Details



We have shared the approved Aus images in the meantime. Media is starting to update. Billboard is asking if Guilherme Nunes Cunha Neto is the correct photo credit. I think this is right but just wanted to run it by you all in case!

[See More from Fernando Lebeis](#)

**Fernando Lebeis**

Re: GNR / Social Media / Photos

To: Carleen Donovan, Cc: Kim Williams, Brandon Doyle, Katarina Benzova

December 5, 2022 at 2:29 PM

Details



**Guns N Roses**

[See More from Carleen Donovan](#)

Found in Inbox - katarinabenzova@gmail.com Mailbox

**Carleen Donovan**

Re: GNR / Social Media / Photos

To: Fernando Lebeis, Cc: Kim Williams, Brandon Doyle, Katarina Benzova

December 5, 2022 at 2:30 PM

Details



Ok we will credit the band

[See More from Fernando Lebeis](#)

# EXHIBIT 9

To: Fernando Lebeis

Fe, but thats not what we talked about. I asked for 6K to even out my other offer that I said no to as you said you will make this work.

Last tour we agreed on 5K with 1K out of that being payed on a side. I agreed to it for the upcoming tour that starts in a week for a sake of finding compromise and both parties being happy. So I don't really understand where the compromise is? Now I feel played.

When I look back I was asked to do only 4 videos last year. And I still don't know who to invoice for the last video editing Ken asked for.

I'm really not sure whats happening?

I'm really trying to make this work and find compromise

Thank you!

K

Katarina Benzova

photographer/entertainment

[www.katarinabenzova.com](http://www.katarinabenzova.com)

Instagram MUSIC

Instagram TRAVEL

Facebook

FSHOTBYKAT

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See More from Fernando Lebeis

Fernando Lebeis

Re: Urgent

To: Katarina Benzova

March 4, 2020 at 8:28 PM

FL

Played? What are you talking about?

Kat, I can't pay you the 6K and I told you. We were paying you I believe 4K or 4.5K. I upped your salary because we toured for like 2 months versus the number of months in the prior years.

You are making a great salary at your current weekly rate. It feels there's a lot of back and forth these past years about your salary that I don't quite understand.

See More from Katarina Benzova

# EXHIBIT 10



Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

Re: January Rehearsals

To: Fernando Lebeis

January 8, 2020 at 11:39 AM

KB

Happy New Year to you as well! Hope its the best one yet!

I wanna bring up the conversation we planned on having before the 2020 tours about my salary and how we can even it out with my other touring offers.

Unfortunately I didn't get any of the end of the year bonuses that you promised me to when we didn't tour much the last 2 years and I stayed loyal. That hurt me a bit financially.

Its a new year and I want to start it right and need to take care of myself financially as last year was rough due to almost no tours. I'm sure you understand.

I'm not being greedy or unthankful. You know I will always stand by your side and have your back. All I'm asking is the same I will be getting somewhere else. Otherwise I will be losing money not taking the other job.

I'm a freelancer and not under a company. So I have to pay everything on my own.

And another thing I'm asking for, again, is a photo credit. It's been over 9 years. I would really appreciate if you could reconsider that.

\$6,000 a week + photo credit.

Again, I'm just asking for what I'm being offered somewhere else. Obviously you're and always have been my priority and in no way I want to leave.

Thank you for understanding.

love

Kat

**Katarina Benzova**

photographer/dancer/dancer

[www.katarinabenzova.com](http://www.katarinabenzova.com)

[Instagram MUSIC](#)

[Instagram TRAVEL](#)

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# EXHIBIT 11



# EXHIBIT 12







# EXHIBIT 13





6:28



Fernando >

Jun 26, 2017 at 5:58 PM

You can't use GNR and ACDC for self gain. If you ever want to do anything, run it by me.

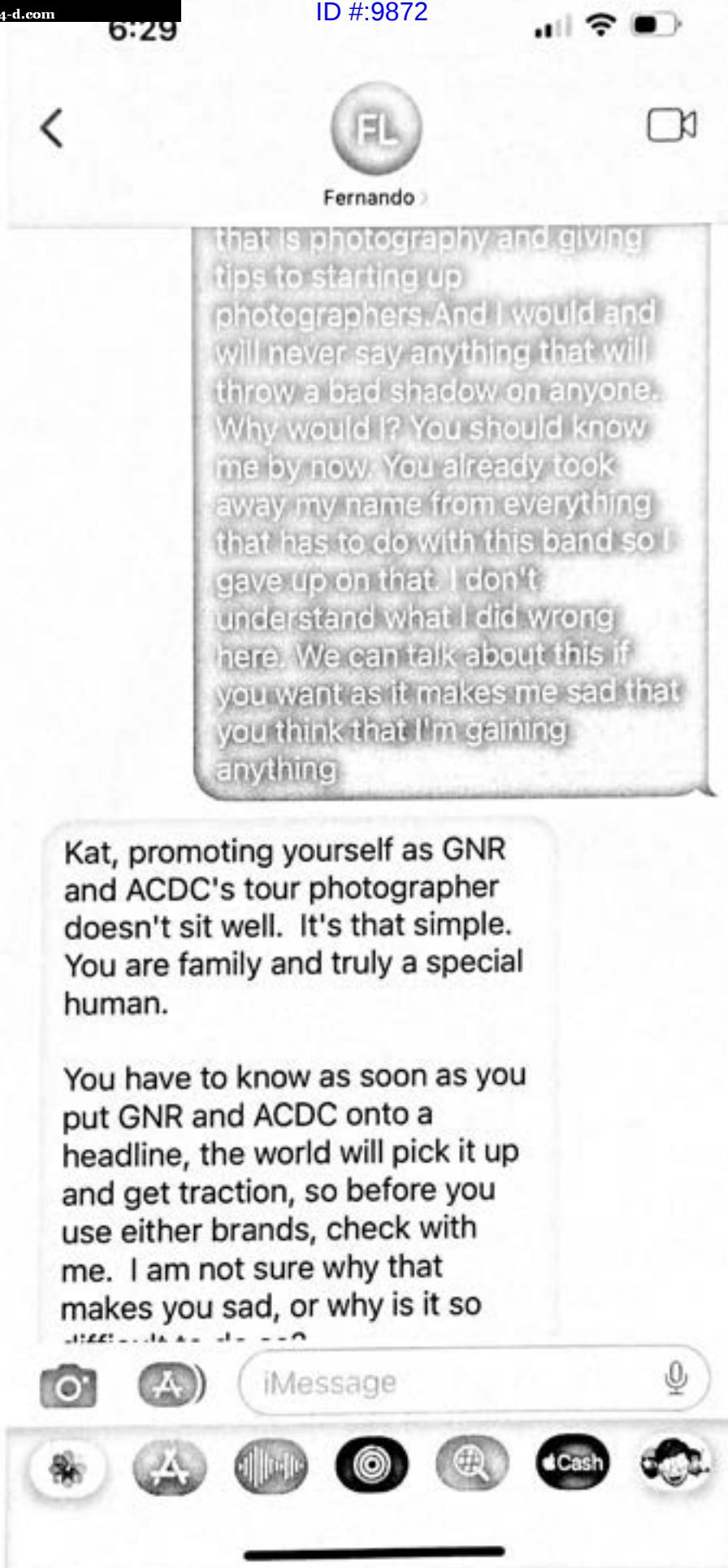
Jun 27, 2017 at 1:18 AM

I never used GNR, ACDC or anyone else for self gain. How? I don't have a brand. What would I get out of that?? Am I doing concerts using GNR name that is making me money?? I'm not using and never will use it commercially!! It was an interview and those were facts. That's where I've been working for 7 years and that's how I started. I'm not talking about any of the bands. People chose titles not me. I'm talking about my passion that is photography and giving tips to starting up photographers. And I would and will never say anything that will throw a bad shadow on anyone. Why would I? You should know me by now. You already took away my name from everywhere.

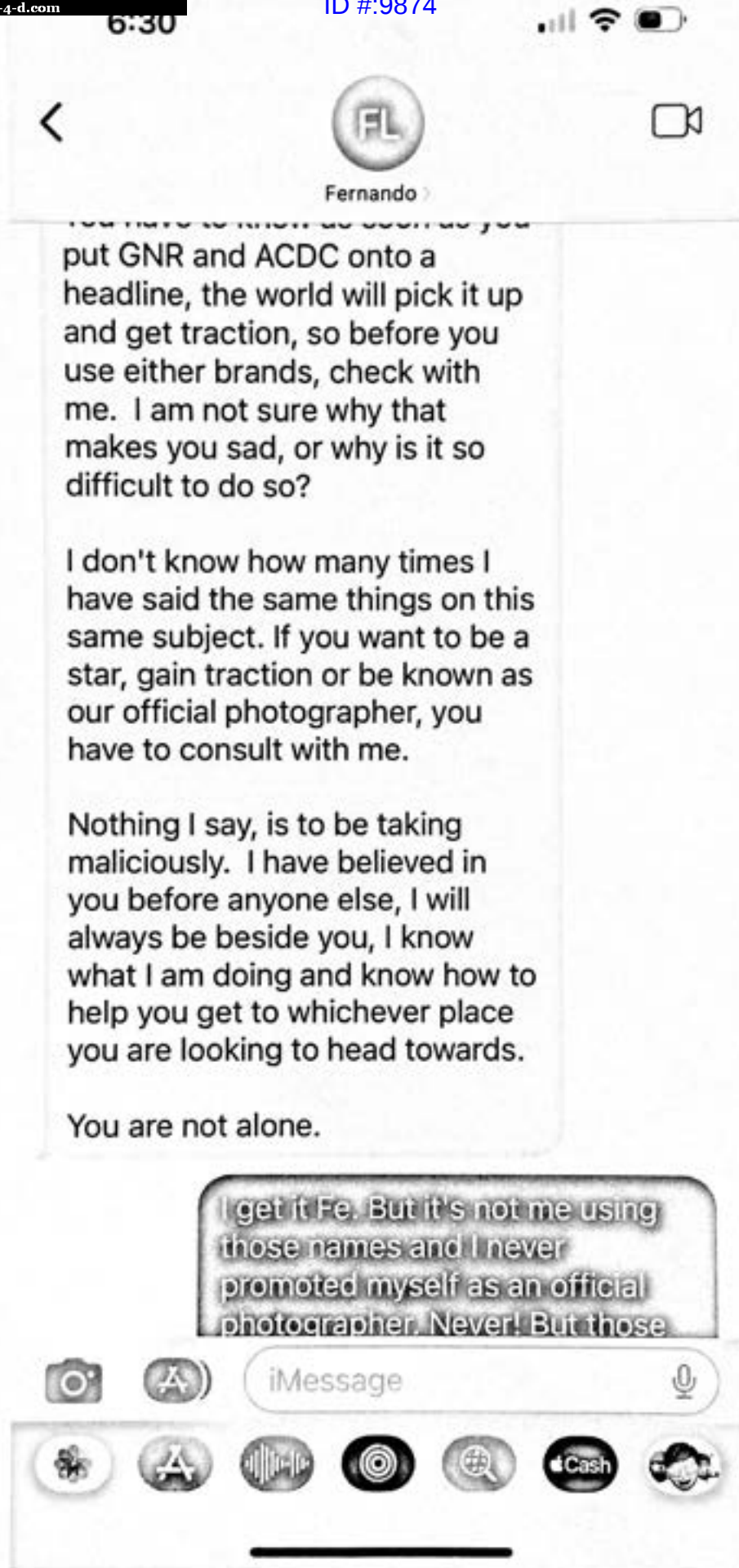


iMessage





# EXHIBIT 14






# EXHIBIT 15

6:01




<  Fernando Lebeis  

3:40 AM

Nov 15, 2018



Come drink 6:10 AM

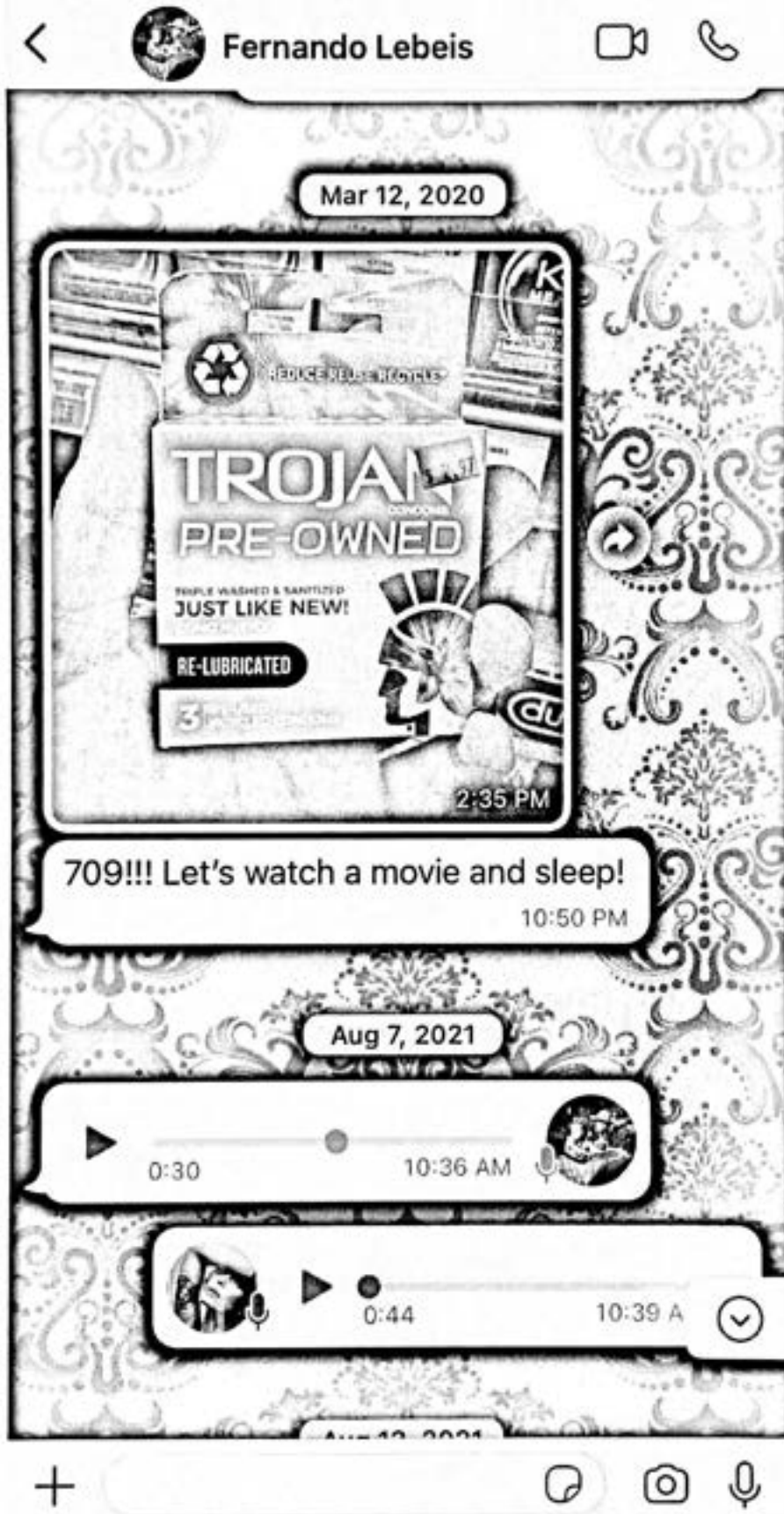
I will have to do a rain check on that!  
I'm barely keeping my eyes open and  
still want to get some work done.  
Thank you though and thank you so  
much for a killer dinner!!! I hope I'm  
not gonna wake up in the middle of  
the night seeing Peking duck gho: 



6:18 AM ✓✓



# EXHIBIT 16





# EXHIBIT 19

## Certificate of Registration



The authors gratefully acknowledge Dr. J. H. Duerksen for his critical review of the manuscript.

Shira Perlmutter

VA 2-332-042

Effective Date of Registration:  
November 01, 2000  
Registration Period (Year):  
January 01, 2001

Copyright Registration for a Group of Published Photographs

For Therapeutic Products, September 22, 2011 to November 15, 2011

**Title**

Year of Group	Spring 1998 (N = 107)
Number of Observations in Group	30

#### Completion Publication

Type of Contribution	DOI
Original Publication Date in <i>Geology</i>	September 15, 2011
Latest Publication Date in <i>Geology</i>	November 16, 2012
Status of Most Publications	not known

**Keywords:** *Self-esteem, self-esteem threat, self-esteem threat sensitivity, self-esteem threat sensitivity scale, self-esteem threat sensitivity scale-2*

Factor	Relative Weight
Factor 1 (eigenvalue = 1.87)	0.50
Factor 2 (eigenvalue = 1.12)	0.30
Factor 3 (eigenvalue = 0.85)	0.20
Factor 4 (eigenvalue = 0.78)	0.10

## Copyright Claimant

Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923

### Certification

Name: Ernesto Salazar  
 Date: November 19, 2022

Page 14 of 14

## Certificate of Registration

### Certificate of Registration



This Certificate is issued under the seal of the Copyright Office of the U.S. Department of Justice. It is a public document and its contents are subject to public inspection. The information contained herein is for informational purposes only and does not constitute an endorsement or approval of the copyright claimant.

*Shirley P. Matthews*  
Assistant Register of Copyrights and Attorney

Registration Number:  
**VA 2-335-573**  
Effective Date of Registration:  
December 15, 2022  
Registration Expiration Date:  
January 15, 2023

### Copyright Registration for a Group of Published Photographs

Registration number: VA 2-335-573, U.S. Copyright Office

For Photographs Published: September 15, 2022 to October 15, 2022

#### Title

Title of Group: Executive Order, 13866, Antisemitism 2022  
Number of Photographs in Group: 10

#### Completion Publication

Year of Completion: 2022  
Earliest Publication Date in Group: September 15, 2022  
Latest Publication Date in Group: October 15, 2022  
Number of First Publications: United States

#### Author

Author: Executive Order  
Author of Copyright: Photographs  
Author of Title: Executive Order  
Registered as: United States  
Year: 2022

#### Copyright Claimant

Copyright Claimant: Executive Order  
U.S. Copyright Office, 1010 Wisconsin Avenue, NW, Suite 200, Washington, DC 20007

#### Certification

Name: Shirley P. Matthews  
Date: January 15, 2023

Page 1 of 1

Copyright Office notes: Regarding this information: Copyright claims are complete and subject to the individual photographs included in it.

Regarding group registration: A group of published photographs registered as one registration will not bring the same advantages as if the individual photographs were registered separately. The group registration will not be subject to the same requirements as if the individual photographs were registered separately. The fee must be submitted in an approved form. The fee must be submitted in an approved form. The fee must be submitted in an approved form.

Regarding group registration: Registrations are complete and subject to the individual photographs included in it.

## Certificate of Registration

### Certificate of Registration



This certificate is issued under the seal of the Copyright Office in recognition and approval of the registration of the work described herein. The information on this certificate was derived from a report of the Copyright Office records.

*Shawn Robinson*  
Chief of the Copyright Office

Registration Number  
**VA 2-335-574**

Effective Date of Registration:  
January 09, 2022  
Registration Expiration Date:  
January 08, 2027

### Copyright Registration for a Group of Published Photographs

Registration number assigned by CPB: 2-335-574

For Photographs Published: May 08, 2022 to July 01, 2027

#### Title

\_\_\_\_\_

Title of Group: **425, 3748, 31,800,000,000**

Number of Photographs in Group: **352**

#### Completion/Publication

Year of Completion: **2022**

Earliest Publication Date in Group: **May 08, 2022**

Latest Publication Date in Group: **July 01, 2027**

Place of First Publication: **United States**

#### Author

\* Author: **Kathleen Brennan**  
Author's Address: **(Photography)**  
Editorial Address: **Strategic**  
Editorial Address: **United States**  
Year Born: **1981**

#### Copyright Claimant

Copyright Claimant: **Kathleen Brennan**  
11000 Marine Parkway Drive, A11, Marine City Bay, CA, 94026

#### Certification

By: **Kathleen Brennan**  
Date: **January 09, 2022**

Page 1 of 1

Copyright Office notes: Regarding this information: Copyright claims cannot be assigned to the individual photographs described in this page.

Regarding group registration: A group of published photographs requires separate registration with one filing fee only under circumstances. ALL of the following are required: 1. All photos must be the same author AND be created by the same AND be published at the same calendar year AND 2. The photographs are less than 1000. It is important to understand that a photograph included in the group must be identical to the original photograph. The last name is submitted as an approved domain ID or IPID. The last name for the trademark for each work group and the last name assigned to the application.

Regarding group registration: Registration cannot be assigned to the individual and cannot be assigned to the photographs only but.



# EXHIBIT 20

# ENGAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 29th day of November, 2010 by and between Waterhead International, Inc. ("Company"), c/o 5950 Canoga Avenue, Suite 510, Woodland Hills, CA 91367 and "Artist" (as defined below) with respect to Company's engagement of Artist for Artist's "Services" (as defined below).

Photographer/Artist: Katarina Benzova ("Artist"), with an address of Jesenskeho 728/25, 03101 Liptovsky Mikulas, Slovakia.

Term of Engagement: November 29, 2010 through December 18, 2010 (the "Term")

Subject: W. Axl Rose p/k/a "Guns N' Roses" and individuals comprising his band during their concert tour of Australia and Abu Dhabi (individually and collectively, the "Subject")

Project: Possible entertainment work(s) and/or release(s) pertaining to the Subject's "live" performances and touring activities (e.g., without limitation, so-called "live" CD and/or DVD releases, digital-only releases, viral assets, book releases, etc.) (individually and collectively, the "Project")

Services: Photographer and videographer services plus editing of video footage and editing of still photography (the "Services"). The Services will be rendered on an exclusive basis for the duration of the Term.

Weekly Fee: One Thousand Five Hundred Dollars (\$1,500.00) per Week (the "Weekly Fee").

Additional Consideration: Coach airfare costs, accommodation costs and per diem at \$50/day (all details and aspects of which to be determined solely by Company) for the duration of the Term (the "Additional Consideration").

1. Engagement of Services Except as expressly set forth otherwise herein, all capitalized terms used herein shall have the meaning(s) ascribed to them in the above header. Company hereby engages Artist to render the Services in connection with the Project for the duration of the Term plus the duration of time required for post production. Artist will deliver the "Works" (as defined in paragraph 3 hereinbelow), all originals, negatives, recordings, elements and/or digital files thereof, and all copies of any and all of the foregoing within seven (7) days of the expiration or termination of the Term. In addition, Artist will deliver Individual Work(s) as requested by Company within twenty-four (24) hours of Company's request for the Individual Work(s). Further, during the Term of Artist's engagement, Artist will regularly edit and otherwise produce audiovisual footage and other Works for use as so-called "webisodes" (with each to be of a duration between one [1] minute and five [5] minutes) on the Subject's website (the "Website") such that Company may incorporate not less than one (1) webisode on the Website every other day of the Term. The Works must be satisfactory to Company (in Company's sole discretion) in all respects. Artist shall obtain all releases, clearances, licenses and/or permissions, on terms and using such form(s) as are supplied or otherwise satisfactory to Company (in Company's sole discretion), to use the name, picture, silhouette and other reproductions of the physical likeness and/or voice of all persons and the name, picture, silhouette and other reproductions of all locations and all other items, works and/or materials that are photographed, recorded, reproduced, otherwise embodied and/or used in the Works, as necessary for Company to exploit any and all of Company's rights in and to the Works (as further set forth in paragraph 3 below).

2. Compensation In consideration of Artist's services (including post production services), warranties, representations, covenants and promises hereunder, and provided Artist is not in breach hereof, Company will pay Artist each Weekly Fee in accordance with the following schedule: the Weekly Fee will be paid in weekly installments promptly following the completion of the applicable week (defined as 7 days and pro-rated for

periods of less than 7 days), provided that (a) the first installment will be paid upon the later of Artist's signature hereof or the completion of the first week and (b) the last installment will be paid upon Artist's delivery and Company's acceptance of Works satisfactory to Company in Company's sole discretion. In addition, Company shall provide Artist with the Additional Consideration during the Term provided Artist is not then in breach of Artist's obligations hereunder. Notwithstanding anything to the contrary, Artist will be solely responsible for paying any and all compensation, travel, accommodation, per diems, incidentals and all other costs for the services of any and all individuals engaged by Artist in connection with Artist's Services hereunder; and in the event Company pays or advances any such costs, then in addition to any other rights and/or remedies Company may have in connection therewith, Company will have the right to deduct such costs from the Weekly Fee(s).

3. **Rights.** As used herein, the "Works" shall mean the artwork, photographs and all other results and proceeds of Artist's Services hereunder and of all other services rendered by Artist in connection with the Project and/or pertaining to or related to the Subject in any manner. Artist acknowledges and agrees that Company is and shall be the exclusive owner in perpetuity throughout the world of all right, title and interest in and to Works during and from the inception of their creation, including, without limitation, the worldwide copyrights therein and thereto and the exclusive right to copyright such Works in Company's name, and to exercise all rights of the copyright proprietor thereof. In connection with the foregoing, Artist acknowledges and agrees that each Work is a "work made for hire" within the meaning of the United States Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world. Artist hereby irrevocably and unconditionally waives any and all moral rights and similar laws or principles throughout the world that Artist has or may have in the Works and hereby agrees not to make any claim against Company or Company's assigns, licensees, designees or distributors based on such moral rights or similar laws or principles. To the extent, if any, that Artist may be deemed an "author" of any such Work(s), Artist further grant to Company a power of attorney, irrevocable and coupled with an interest, on Artist's behalf and in Artist's name, to apply for and obtain, and on obtaining same, to assign to Company, all such copyrights and renewals and extensions thereof. Artist further agrees to perform such acts and execute and deliver to Company, and to cause each person rendering services in connection with the Works to perform such acts and to execute and deliver to Company (a) written assignments to Company (in a form satisfactory to Company) of all copyright rights (including renewal and extension rights) such person(s) may have, and/or (b) such other instruments as Company deems necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. Artist hereby irrevocably appoint Company as Artist's agent and attorney-in-fact to execute the aforementioned instruments in Artist's name and/or the name of such persons rendering services in connection with the Works and to dispose of such instruments; and Artist acknowledges that Company's agency and power are coupled with an interest. Without limitation of any of the foregoing, Company and/or our Company's assigns, licensees, designees and/or distributors shall have the exclusive worldwide right in perpetuity to reproduce, sell, lease, license, distribute, publicly perform, exhibit, display, creative derivative works of, exploit in any manner, or otherwise dispose of, and advertise the Works and all reproductions and/or derivative works thereof by any method now or hereafter known in any field of use (including, without limitation, via the manufacture, distribution and sale of merchandise, digital products, records and/or videograms embodying any of the Work(s)), or to refrain therefrom, throughout the world upon such terms and conditions, and in such forms and versions as Company may, in Company's sole discretion, determine.

4. **Right to use Artist's Name, Likeness and Biography.** Additionally, Artist hereby grants to Company the rights to use and publish, and to permit others to use and publish, Artist's name (legal and/or professional), likenesses and biographical materials concerning Artist solely in connection with each of the Works and/or in connection with Company's and/or Company's designee's exploitation of the Works, the Project, and the sale, advertising, marketing and promotion thereof.

5. **Privacy.** Artist further agrees that the terms and conditions of this Agreement, as well as any and all information Artist may have or will obtain concerning the personal life, business policies and/or practices of the Subject and/or the Company, the Work(s) and/or the Project, shall constitute "confidential information;" and Artist shall not disclose, distribute, summarize, reproduce, exhibit, perform or in any way disseminate to any third party any of the confidential or any portion thereof.



6. Company may assign rights to others. Artist warrants, represents and agrees that Company shall have the right to assign any and all rights obtained hereunder, and/or to delegate any of its obligations hereunder, to any of Company's licensees, assignees, distributors and/or designees and/or any other third party. Artist may not assign Artist's rights or delegate any of Artist's obligations hereunder. Without limiting the generality of the foregoing, Artist warrants, represents and agrees that Company's rights with respect to each of the Works may be freely assigned and licensed and its rights shall be binding upon Artist and inure to the benefit of any such assignee or licensee.

7. Warranties, Representations and Indemnity. Artist warrants and represents that Artist has the right to execute this Agreement, that each of the Works is and shall be new and original with Artist and not an imitation or copy of any other material and that each of the Works is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without limitation, any claim by any copyright proprietor of any pre-existing material contained in any of the Works. Artist shall indemnify and hold Company, the corporations comprising Company, the Subject, and its and their respective employees, officers, agents, managers, attorneys, parents, subsidiaries, affiliated entities, successor(s)-in-interest, assignees, distributors, licensees and designees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorneys' fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty, representation or covenant made by Artist in this Agreement.

8. Default. Neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any failure on Artist's part to deliver any of the Works upon Company's request or to any breach which cannot be cured, an application for injunctive relief or where a specific cure period is otherwise provided herein. Notwithstanding anything to the contrary, Company shall have the right to terminate the Term of Artist's engagement hereunder for any reason; and Artist's sole remedy in the event thereof shall be the right to retain such portion of the Weekly Fee(s) theretofore payable to Artist hereunder; and for the avoidance of doubt, Company shall retain all rights granted to Company hereunder in connection with the Works.

9. Miscellaneous. Artist agrees to execute any documents and do any other acts which may be required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Upon Artist's failure to promptly do so, Artist hereby appoints Company as Artist's attorney-in-fact for such purposes (it being acknowledged by Artist that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation. Artist further acknowledges and agrees that in the event of any breach by Company and/or the Subject (and/or any third party deriving rights from Company and/or the Subject) of this Agreement, Artist will be limited to Artist's remedy at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, exploitation or advertising of the Works, the Project or any materials in connection therewith, that nothing herein shall obligate Company to use the results and proceeds of Artist's services or the Works in the Project and/or otherwise to produce, distribute or advertise the Works or Project, and that this Agreement shall be governed by the laws of the United States and the State of California applicable to contracts executed and to be performed entirely therein. Artist acknowledges that Artist has had the opportunity to consult legal counsel of Artist's own choice at Artist's own expense to advise Artist in connection with the execution of this Agreement and that Artist has either engaged such counsel or freely and voluntarily waived Artist's right to do so.

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IN WITNESS WHEREOF, the parties cause this Agreement to be executed as of the first date written above.

WATERHEAD INTERNATIONAL, INC.

By: \_\_\_\_\_

An authorized signatory

\_\_\_\_\_  
Katarina Benzova

# EXHIBIT 21

# ENGAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 13th day of February, 2013 by and between Waterhead International, Inc. ("Company"), c/o 5950 Canoga Avenue, Suite 510, Woodland Hills, CA 91367 and "Artist" (as defined below) with respect to Company's engagement of Artist for Artist's "Services" (as defined below).

Photographer/Artist: Katarina Benzova ("Artist"), with an address of Jesenskeho 728/25, 03101 Liptovsky Mikulas, Slovakia.

Term of Engagement: March 9, 2013 through March 30, 2013 (subject to change by written notice from Company to Artist) (the "Term")

Subject: W. Axl Rose p/k/a "Guns N' Roses" and individuals comprising his band during their concert tour of Australia, Malaysia and Abu Dhabi/United Arab Emirates (individually and collectively, the "Subject")

Project: Possible entertainment work(s) and/or release(s) pertaining to the Subject's "live" performances and touring activities (e.g., without limitation, so-called "live" CD and/or DVD releases, digital-only releases, viral assets, book releases, etc.) (individually and collectively, the "Project")

Services: Photographer and videographer services plus editing of video footage and editing of still photography (the "Services"). The Services will be rendered on an exclusive basis for the duration of the Term.

Weekly Fee: One Thousand Five Hundred Dollars (\$1,500.00) per Week (the "Weekly Fee").

Additional Consideration: Coach airfare costs, accommodation costs and per diem at \$50/day (all details and aspects of which to be determined solely by Company) for the duration of the Term (the "Additional Consideration").

**1. Engagement of Services.** Except as expressly set forth otherwise herein, all capitalized terms used herein shall have the meaning(s) ascribed to them in the above header. Company hereby engages Artist to render the Services in connection with the Project for the duration of the Term plus the duration of time required for post production. Artist will deliver the "Works" (as defined in paragraph 3 hereinbelow), all originals, negatives, recordings, elements and/or digital files thereof, and all copies of any and all of the foregoing within seven (7) days of the expiration or termination of the Term. In addition, Artist will deliver individual Work(s) as requested by Company within twenty-four (24) hours of Company's request for the individual Work(s). Further, during the Term of Artist's engagement, Artist will regularly edit and otherwise produce audiovisual footage and other Works for use as so-called "webisodes" (with each to be of a duration between one [1] minute and five [5] minutes) on the Subject's website (the "Website") such that Company may incorporate not less than one (1) webisode on the Website every other day of the Term. The Works must be satisfactory to Company (in Company's sole discretion) in all respects. Artist shall obtain all releases, clearances, licenses and/or permissions, on terms and using such form(s) as are supplied or otherwise satisfactory to Company (in Company's sole discretion), to use the name, picture, silhouette and other reproductions of the physical likeness and/or voice of all persons and the name, picture, silhouette and other reproductions of all locations and all other items, works and/or materials that are photographed, recorded, reproduced, otherwise embodied and/or used in the Works, as necessary for Company to exploit any and all of Company's rights in and to the Works (as further set forth in paragraph 3 below).

**2. Compensation.** In consideration of Artist's services (including post production services), warranties, representations, covenants and promises hereunder, and provided Artist is not in breach hereof, Company will pay Artist each Weekly Fee in accordance with the following schedule: the Weekly Fee will be paid in weekly



installments promptly following the completion of the applicable week (defined as 7 days and pro-rated for periods of less than 7 days), provided that (a) the first installment will be paid upon the later of Artist's signature hereof or the completion of the first week and (b) the last installment will be paid upon Artist's delivery and Company's acceptance of Works satisfactory to Company in Company's sole discretion. In addition, Company shall provide Artist with the Additional Consideration during the Term provided Artist is not then in breach of Artist's obligations hereunder. Notwithstanding anything to the contrary, Artist will be solely responsible for paying any and all compensation, travel, accommodation, per diems, incidentals and all other costs for the services of any and all individuals engaged by Artist in connection with Artist's Services hereunder; and in the event Company pays or advances any such costs, then in addition to any other rights and/or remedies Company may have in connection therewith, Company will have the right to deduct such costs from the Weekly Fee(s).

3. Rights. As used herein, the "Works" shall mean the artwork, photographs and all other results and proceeds of Artist's Services hereunder and of all other services rendered by Artist in connection with the Project and/or pertaining to or related to the Subject in any manner. Artist acknowledges and agrees that Company is and shall be the exclusive owner in perpetuity throughout the world of all right, title and interest in and to Works during and from the inception of their creation, including, without limitation, the worldwide copyrights therein and thereto and the exclusive right to copyright such Works in Company's name, and to exercise all rights of the copyright proprietor thereof. In connection with the foregoing, Artist acknowledges and agrees that each Work is a "work made for hire" within the meaning of the United States Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world. Artist hereby irrevocably and unconditionally waives any and all moral rights and similar laws or principles throughout the world that Artist has or may have in the Works and hereby agrees not to make any claim against Company or Company's, assigns, licensees, designees or distributors based on such moral rights or similar laws or principles. To the extent, if any, that Artist may be deemed an "author" of any such Work(s), Artist further grant to Company a power of attorney, irrevocable and coupled with an interest, on Artist's behalf and in Artist's name, to apply for and obtain, and on obtaining same, to assign to Company, all such copyrights and renewals and extensions thereof. Artist further agrees to perform such acts and execute and deliver to Company, and to cause each person rendering services in connection with the Works to perform such acts and to execute and deliver to Company (a) written assignments to Company (in a form satisfactory to Company) of all copyright rights (including renewal and extension rights) such person(s) may have, and/or (b) such other instruments as Company deems necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. Artist hereby irrevocably appoint Company as Artist's agent and attorney-in-fact to execute the aforementioned instruments in Artist's name and/or the name of such persons rendering services in connection with the Works and to dispose of such instruments; and Artist acknowledges that Company's agency and power are coupled with an interest. Without limitation of any of the foregoing, Company and/or our Company's assigns, licensees, designees and/or distributors shall have the exclusive worldwide right in perpetuity to reproduce, sell, lease, license, distribute, publicly perform, exhibit, display, creative derivative works of, exploit in any manner, or otherwise dispose of, and advertise the Works and all reproductions and/or derivative works thereof by any method now or hereafter known in any field of use (including, without limitation, via the manufacture, distribution and sale of merchandise, digital products, records and/or videograms embodying any of the Work(s)), or to refrain therefrom, throughout the world upon such terms and conditions, and in such forms and versions as Company may, in Company's sole discretion, determine.

4. Right to use Artist's Name, Likeness and Biography. Additionally, Artist hereby grants to Company the rights to use and publish, and to permit others to use and publish, Artist's name (legal and/or professional), likenesses and biographical materials concerning Artist solely in connection with each of the Works and/or in connection with Company's and/or Company's designee's exploitation of the Works, the Project, and the sale, advertising, marketing and promotion thereof.

5. Privacy. Artist further agrees that the terms and conditions of this Agreement, as well as any and all information Artist may have or will obtain concerning the personal life, business policies and/or practices of the Subject and/or the Company, the Work(s) and/or the Project, shall constitute "confidential information;" and Artist shall not disclose, distribute, summarize, reproduce, exhibit, perform or in any way disseminate to any third party any of the confidential or any portion thereof.



6. Company may assign rights to others. Artist warrants, represents and agrees that Company shall have the right to assign any and all rights obtained hereunder, and/or to delegate any of its obligations hereunder, to any of Company's licensees, assignees, distributors and/or designees and/or any other third party. Artist may not assign Artist's rights or delegate any of Artist's obligations hereunder. Without limiting the generality of the foregoing, Artist warrants, represents and agrees that Company's rights with respect to each of the Works may be freely assigned and licensed and its rights shall be binding upon Artist and inure to the benefit of any such assignee or licensee.

7. Warranties, Representations and Indemnity. Artist warrants and represents that Artist has the right to execute this Agreement, that each of the Works is and shall be new and original with Artist and not an imitation or copy of any other material and that each of the Works is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without limitation, any claim by any copyright proprietor of any pre-existing material contained in any of the Works. Artist shall indemnify and hold Company, the corporations comprising Company, the Subject, and its and their respective employees, officers, agents, managers, attorneys, parents, subsidiaries, affiliated entities, successor(s)-in-interest, assignees, distributors, licensees and designees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorneys' fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty, representation or covenant made by Artist in this Agreement.

8. Default. Neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any failure on Artist's part to deliver any of the Works upon Company's request or to any breach which cannot be cured, an application for injunctive relief or where a specific cure period is otherwise provided herein. Notwithstanding anything to the contrary, Company shall have the right to terminate the Term of Artist's engagement hereunder for any reason; and Artist's sole remedy in the event thereof shall be the right to retain such portion of the Weekly Fee(s) theretofore payable to Artist hereunder; and for the avoidance of doubt, Company shall retain all rights granted to Company hereunder in connection with the Works.

9. Miscellaneous. Artist agrees to execute any documents and do any other acts which may be required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Upon Artist's failure to promptly do so, Artist hereby appoints Company as Artist's attorney-in-fact for such purposes (it being acknowledged by Artist that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation. Artist further acknowledges and agrees that in the event of any breach by Company and/or the Subject (and/or any third party deriving rights from Company and/or the Subject) of this Agreement, Artist will be limited to Artist's remedy at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, exploitation or advertising of the Works, the Project or any materials in connection therewith, that nothing herein shall obligate Company to use the results and proceeds of Artist's services or the Works in the Project and/or otherwise to produce, distribute or advertise the Works or Project, and that this Agreement shall be governed by the laws of the United States and the State of California applicable to contracts executed and to be performed entirely therein. Artist acknowledges that Artist has had the opportunity to consult legal counsel of Artist's own choice at Artist's own expense to advise Artist in connection with the execution of this Agreement and that Artist has either engaged such counsel or freely and voluntarily waived Artist's right to do so.

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IN WITNESS WHEREOF, the parties cause this Agreement to be executed as of the first date written above.

WATERHEAD INTERNATIONAL, INC.

By: \_\_\_\_\_  
An authorized signatory

\_\_\_\_\_  
Katarina Benzova

# EXHIBIT 22



## **ENGAGEMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of this 9th day of March, 2014 by and between Waterhead International, Inc. ("Company"), c/o 5950 Canoga Avenue, Suite 510, Woodland Hills, CA 91367 and "Artist" (as defined below) with respect to Company's engagement of Artist for Artist's "Services" (as defined below).

Photographer/Artist: Katarina Benzova ("Artist"), with an address of Jesenskeho 728/25, 03101 Liptovsky Mikulas, Slovakia.

Term of Engagement: March 7, 2014 AND March 9, 2014

Subject: W. Axl Rose p/k/a "Guns N' Roses" and individuals comprising his band during their tour rehearsal at Mates in Van Nuys, Ca.

Project: Possible entertainment work(s) and/or release(s) pertaining to the Subject's "live" rehearsal and activities (e.g., without limitation, so-called "live" CD and/or DVD releases, digital-only releases, viral assets, book releases, etc.) (individually and collectively, the "Project")

Services: Photographer plus editing of still photography (the "Services"). The Services will be rendered on an exclusive basis for the duration of the Term.

Daily Fee: \$215.00 per day (the "Daily Fee").

1. Engagement of Services: Except as expressly set forth otherwise herein, all capitalized terms used herein shall have the meaning(s) ascribed to them in the above header. Company hereby engages Artist to render the Services in connection with the Project for the duration of the Term plus the duration of time required for post production. Artist will deliver the "Works" (as defined in paragraph 3 hereinbelow), all originals, negatives, recordings, elements and/or digital files thereof, and all copies of any and all of the foregoing within seven (7) days of the expiration or termination of the Term. In addition, Artist will deliver individual Work(s) as requested by Company within twenty-four (24) hours of Company's request for the individual Work(s). Further, during the Term of Artist's engagement, Artist will regularly edit and otherwise produce audiovisual footage and other Works for use as so-called "webisodes" (with each to be of a duration between one [1] minute and five [5] minutes) on the Subject's website (the "Website") such that Company may incorporate not less than one (1) webisode on the Website every other day of the Term. The Works must be satisfactory to Company (in Company's sole discretion) in all respects. Artist shall obtain all releases, clearances, licenses and/or permissions, on terms and using such form(s) as are supplied or otherwise satisfactory to Company (in Company's sole discretion), to use the name, picture, silhouette and other reproductions



of the physical likeness and/or voice of all persons and the name, picture, silhouette and other reproductions of all locations and all other items, works and/or materials that are photographed, recorded, reproduced, otherwise embodied and/or used in the Works, as necessary for Company to exploit any and all of Company's rights in and to the Works (as further set forth in paragraph 3 below).

2. Compensation: In consideration of Artist's services (including post production services), warranties, representations, covenants and promises hereunder, and provided Artist is not in breach hereof, Company will pay Artist the fee promptly following the completion of the applicable dates.

3. Rights: As used herein, the "Works" shall mean the artwork, photographs and all other results and proceeds of Artist's Services hereunder and of all other services rendered by Artist in connection with the Project and/or pertaining to or related to the Subject in any manner. Artist acknowledges and agrees that Company is and shall be the exclusive owner in perpetuity throughout the world of all right, title and interest in and to Works during and from the inception of their creation, including, without limitation, the worldwide copyrights therein and thereto and the exclusive right to copyright such Works in Company's name, and to exercise all rights of the copyright proprietor thereof. In connection with the foregoing, Artist acknowledges and agrees that each Work is a "work made for hire" within the meaning of the United States Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world. Artist hereby irrevocably and unconditionally waives any and all moral rights and similar laws or principles throughout the world that Artist has or may have in the Works and hereby agrees not to make any claim against Company or Company's, assigns, licensees, designees or distributors based on such moral rights or similar laws or principles. To the extent, if any, that Artist may be deemed an "author" of any such Work(s), Artist further grant to Company a power of attorney, irrevocable and coupled with an interest, on Artist's behalf and in Artist's name, to apply for and obtain, and on obtaining same, to assign to Company, all such copyrights and renewals and extensions thereof. Artist further agrees to perform such acts and execute and deliver to Company, and to cause each person rendering services in connection with the Works to perform such acts and to execute and deliver to Company (a) written assignments to Company (in a form satisfactory to Company) of all copyright rights (including renewal and extension rights) such person(s) may have, and/or (b) such other Instruments as Company deems necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. Artist hereby irrevocably appoint Company as Artist's agent and attorney-in-fact to execute the aforementioned instruments in Artist's name and/or the name of such persons rendering services in connection with the Works and to dispose of such Instruments; and Artist acknowledges that Company's agency and power are coupled with an interest. Without limitation of any of the foregoing, Company and/or our Company's assigns, licensees, designees and/or distributors shall have the exclusive worldwide right in perpetuity to reproduce, sell, lease, license, distribute, publicly perform, exhibit, display, creative derivative works of, exploit in any manner, or otherwise dispose of, and advertise the Works and all reproductions and/or derivative works thereof by any method now or hereafter known in any field of use (including, without limitation, via the manufacture, distribution and sale of merchandise, digital



products, records and/or videograms embodying any of the Work[s]], or to refrain therefrom, throughout the world upon such terms and conditions, and in such forms and versions as Company may, in Company's sole discretion, determine.

4. **Right to use Artist's Name, Likeness and Biography:** Additionally, Artist hereby grants to Company the rights to use and publish, and to permit others to use and publish, Artist's name (legal and/or professional), likenesses and biographical materials concerning Artist solely in connection with each of the Works and/or in connection with Company's and/or Company's designee's exploitation of the Works, the Project, and the sale, advertising, marketing and promotion thereof.

5. **Privacy:** Artist further agrees that the terms and conditions of this Agreement, as well as any and all information Artist may have or will obtain concerning the personal life, business policies and/or practices of the Subject and/or the Company, the Work(s) and/or the Project, shall constitute "confidential information;" and Artist shall not disclose, distribute, summarize, reproduce, exhibit, perform or in any way disseminate to any third party any of the confidential or any portion thereof.

6. **Company may assign rights to others:** Artist warrants, represents and agrees that Company shall have the right to assign any and all rights obtained hereunder, and/or to delegate any of its obligations hereunder, to any of Company's licensees, assignees, distributors and/or designees and/or any other third party. Artist may not assign Artist's rights or delegate any of Artist's obligations hereunder. Without limiting the generality of the foregoing, Artist warrants, represents and agrees that Company's rights with respect to each of the Works may be freely assigned and licensed and its rights shall be binding upon Artist and inure to the benefit of any such assignee or licensee.

7. **Warranties, Representations and Indemnity:** Artist warrants and represents that Artist has the right to execute this Agreement, that each of the Works is and shall be new and original with Artist and not an imitation or copy of any other material and that each of the Works is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without limitation, any claim by any copyright proprietor of any pre-existing material contained in any of the Works. Artist shall indemnify and hold Company, the corporations comprising Company, the Subject, and its and their respective employees, officers, agents, managers, attorneys, parents, subsidiaries, affiliated entities, successor(s)-in-interest, assignees, distributors, licensees and designees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorneys' fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty, representation or covenant made by Artist in this Agreement.

8. **Default:** Neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written



notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any failure on Artist's part to deliver any of the Works upon Company's request or to any breach which cannot be cured, an application for Injunctive relief or where a specific cure period is otherwise provided herein. Notwithstanding anything to the contrary, Company shall have the right to terminate the Term of Artist's engagement hereunder for any reason; and Artist's sole remedy in the event thereof shall be the right to retain such portion of the Weekly Fee(s) theretofore payable to Artist hereunder; and for the avoidance of doubt, Company shall retain all rights granted to Company hereunder in connection with the Works.

9. Miscellaneous: Artist agrees to execute any documents and do any other acts which may be required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Upon Artist's failure to promptly do so, Artist hereby appoints Company as Artist's attorney-in-fact for such purposes (it being acknowledged by Artist that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation. Artist further acknowledges and agrees that in the event of any breach by Company and/or the Subject (and/or any third party deriving rights from Company and/or the Subject) of this Agreement, Artist will be limited to Artist's remedy at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, exploitation or advertising of the Works, the Project or any materials in connection therewith, that nothing herein shall obligate Company to use the results and proceeds of Artist's services or the Works in the Project and/or otherwise to produce, distribute or advertise the Works or Project, and that this Agreement shall be governed by the laws of the United States and the State of California applicable to contracts executed and to be performed entirely therein. Artist acknowledges that Artist has had the opportunity to consult legal counsel of Artist's own choice at Artist's own expense to advise Artist in connection with the execution of this Agreement and that Artist has either engaged such counsel or freely and voluntarily waived Artist's right to do so.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed as of the first date written above.

WATERHEAD INTERNATIONAL, INC.

By: 

An authorized signatory

By: 

Katarina Benzova

# EXHIBIT 23



#### ENGAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 17th day of March, 2014 by and between Waterhead International, Inc. ("Company"), c/o 5950 Canoga Avenue, Suite 510, Woodland Hills, CA 91367 and "Artist" (as defined below) with respect to Company's engagement of Artist for Artist's "Services" (as defined below).

Photographer/Artist: Katarina Benzova ("Artist"), with an address of Jesenskahe 728/25, 03101 Uptovsky Mikulas, Slovakia.

Term of Engagement: March 17, 2014 through April 24, 2014 (subject to change by written notice from Company to Artist) (the "Term")

Subject: W. Ad Rose p/k/a "Guns N' Roses" and individuals comprising his band and their concert touring activities during the Term (individually and collectively, the "Subject")

Project: Possible entertainment work(s) and/or release(s) pertaining to the Subject's "live" performances and touring activities (e.g., without limitation, so-called "live" CD and/or DVD releases, digital-only releases, viral assets, book releases, etc.) (individually and collectively, the "Project")

Services: Photographer and videographer services plus editing of video footage and editing of still photography (the "Services"). The Services will be rendered on an exclusive basis for the duration of the Term.

Weekly Fee: One Thousand Five Hundred Dollars (\$1,500.00) per Week (the "Weekly Fee").

Additional Consideration: Coach airfare costs, accommodation costs and per diem at \$50/day (all details and aspects of which to be determined solely by Company) for the duration of the Term (the "Additional Consideration").

1. Engagement of Services. Except as expressly set forth otherwise herein, all capitalized terms used herein shall have the meaning(s) ascribed to them in the above header. Company hereby engages Artist to render the Services in connection with the Project for the duration of the Term plus the duration of time required for post production. Artist will deliver the "Works" (as defined in paragraph 3 hereinbelow), all originals, negatives, recordings, elements and/or digital files thereof, and all copies of any and all of the foregoing within seven (7) days of the expiration or termination of the Term. In addition, Artist will deliver Individual Work(s) as requested by Company within twenty-four (24) hours of Company's request for the Individual Work(s). Further, during the Term of Artist's engagement, Artist will regularly edit and otherwise produce audiovisual footage and other Works for use as so-called "websides" (with each to be of a duration between one (1) minute and five (5) minutes) on the Subject's website (the "Website") such that Company may incorporate not less than one (1) webside on the Website every other day of the Term. The Works must be satisfactory to Company (in Company's sole discretion) in all respects. Artist shall obtain all releases, clearances, licenses and/or permissions, on terms and using such form(s) as are supplied or otherwise satisfactory to Company (in Company's sole discretion), to use the name, picture, silhouette and other reproductions of the physical likeness and/or voice of all persons and the name, picture, silhouette and other reproductions of all locations and all other items, works and/or materials that are photographed, recorded, reproduced, otherwise embodied and/or used in the Works, as necessary for Company to exploit any and all of Company's rights in and to the Works (as further set forth in paragraph 3 below).

2. Compensation. In consideration of Artist's services (including post production services), warranties, representations, covenants and promises hereunder, and provided Artist is not in breach hereof, Company will pay Artist each Weekly Fee in accordance with the following schedule: the Weekly Fee will be paid in weekly

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**6. Company may assign rights to others.** Artist warrants, represents and agrees that Company shall have the right to assign any and all rights obtained hereunder, and/or to delegate any of its obligations hereunder, to any of Company's licensees, assignees, distributors and/or designees and/or any other third party. Artist may not assign Artist's rights or delegate any of Artist's obligations hereunder. Without limiting the generality of the foregoing, Artist warrants, represents and agrees that Company's rights with respect to each of the Works may be freely assigned and licensed and its rights shall be binding upon Artist and inure to the benefit of any such assignee or licensee.

**7. Warranties, Representations and Indemnity.** Artist warrants and represents that Artist has the right to execute this Agreement, that each of the Works is and shall be new and original with Artist and not an imitation or copy of any other material and that each of the Works is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without limitation, any claim by any copyright proprietor of any pre-existing material contained in any of the Works. Artist shall indemnify and hold Company, the corporations comprising Company, the Subject, and its and their respective employees, officers, agents, managers, attorneys, parents, subsidiaries, affiliated entities, successor(s)-in-interest, assignees, distributors, licensees and designees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorneys' fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty, representation or covenant made by Artist in this Agreement.

**8. Default.** Neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any failure on Artist's part to deliver any of the Works upon Company's request or to any breach which cannot be cured, an application for injunctive relief or where a specific cure period is otherwise provided herein. Notwithstanding anything to the contrary, Company shall have the right to terminate the Term of Artist's engagement hereunder for any reason; and Artist's sole remedy in the event thereof shall be the right to retain such portion of the Weekly Fee(s) theretofore payable to Artist hereunder; and for the avoidance of doubt, Company shall retain all rights granted to Company hereunder in connection with the Works.

**9. Miscellaneous.** Artist agrees to execute any documents and do any other acts which may be required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Upon Artist's failure to promptly do so, Artist hereby appoints Company as Artist's attorney-in-fact for such purposes (it being acknowledged by Artist that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation. Artist further acknowledges and agrees that in the event of any breach by Company and/or the Subject (and/or any third party deriving rights from Company and/or the Subject) of this Agreement, Artist will be limited to Artist's remedy at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, exploitation or advertising of the Works, the Project or any materials in connection therewith, that nothing herein shall obligate Company to use the results and proceeds of Artist's services or the Works in the Project and/or otherwise to produce, distribute or advertise the Works or Project, and that this Agreement shall be governed by the laws of the United States and the State of California applicable to contracts executed and to be performed entirely therein. Artist acknowledges that Artist has had the opportunity to consult legal counsel of Artist's own choice at Artist's own expense to advise Artist in connection with the execution of this Agreement and that Artist has either engaged such counsel or freely and voluntarily waived Artist's right to do so.

//

IN WITNESS WHEREOF, the parties cause this Agreement to be executed as of the first date written above.

WATERHEAD INTERNATIONAL, INC.

By:   
An authorized signatory

  
Katarina Benzova



# EXHIBIT 24

## CREW MEMBER EMPLOYMENT MEMORANDUM

March 10, 2016

To: KATARINA BENZOVA

It is our pleasure to offer you a position as Tour Photographer of Guns N' Roses for the upcoming tour. The purpose of this memorandum is to outline the salient terms of your employment and cannot be changed unless agreed to, in writing, between us.

**Commencement Date:** March 30, 2016 or upon first day of work

**Position:** Photographer

**Services:** You will render services as an employee-for-hire as a production crew member.

**Tour Salary:** \$3,500 per week (prorated on a 7-day week).

**Travel:** Coach class. Single room hotel accommodations and will be consistent with arrangements made for other crew members.

**Per Diems:** \$40/day for international; \$35/day for domestic (including Canada/Mexico)

**Exclusivity:** Your services will be exclusive to GNR during the term of your agreement.

**Work For Hire:** You acknowledge and agree that the results and proceeds of your services rendered during the Term will be on a "work-for-hire" basis. We shall own the copyrights and all intellectual property rights to all of the video and photographs created by you during the term of your employment. In addition, we shall have the right, but not obligation to use your name, likeness, voice and biographical material in connection with the results and proceeds of your services hereunder.

**Confidentiality &  
Nondisclosure:**

As a condition of your employment, you will be required to enter into a separate confidentiality and nondisclosure agreement with respect to confidential information you are exposed to during the term of your agreement. Additionally, you agree to keep the terms of your employment and related agreements confidential and not discuss with any party, other than our management and legal team and your legal and financial advisors.

If you are in agreement with the basic terms of your employment as outlined above, please acknowledge such acceptance by signing below.



KATARINA BENZOVA

03/11/2016

DATE

## **CONFIDENTIALITY AGREEMENT**

As a material inducement for KATARINA BENZOVA (whether as an assistant, tech, employee, agent or independent contractor, for purposes of this Agreement only, hereinafter referred to as "Contractor") to be hired by Gundam Productions, LLC and/or any of its affiliated entities (collectively, any and all such entities to be referred to herein as "Gundam") or an entity owned or controlled by Gundam, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor agrees to enter into this Confidentiality Agreement and to strictly comply with its terms and conditions. This Confidentiality Agreement shall not alter Contractor's status as an "at-will" employee, or other contractual status, if applicable and Contractor's signature hereinbelow shall, in addition to ensuring Contractor's assent to the terms of this Confidentiality Agreement, shall confirm and acknowledge that Contractor is an at-will employee and may be terminated from employment for any time and for any reason.

### **1. CONFIDENTIAL INFORMATION:**

Contractor acknowledges and agrees that during the term of his/her employment, Contractor has, or will have, learned, obtained, acquired, and become aware of (herein "acquire") information and items, and may in the future acquire information and items, relating to or concerning: (a) Gundam, family, friends, associates and employees of the group known as "Guns N' Roses" (collectively, "Related Parties"); (b) private and confidential matters concerning Guns N' Roses ("the Group") or any Related Parties; (c) financial, business, medical, legal, personal and contractual matters of, or pertaining to, the Group or any Related Parties; and (d) any letter, memorandum, contract, photograph, film or other document or writing pertaining in any way to the Group or any Related Parties. Contractor further acknowledges and agrees that all of the information and items described in the foregoing sentence that Contractor acquires during the term of his or her employment is private and confidential and that it is exclusively owned and controlled by the Group (herein collectively referred to as "Confidential Information"). The foregoing shall not be construed to prevent Contractor from disclosing information, limited to the extent absolutely necessary, to outside vendors providing goods and services to the Group.

### **2. AGREEMENT NOT TO DISCLOSE:**

Contractor expressly agrees that he or she shall not (except (a) to Contractor's attorney, accountant or other adviser; (b) as otherwise required of Contractor by law; (c) in order for Contractor to exercise his or her rights or remedies and to perform the services required of Contractor with respect to his or her employment; or (d) as authorized by the Group in writing) directly or indirectly, verbally or otherwise, either during, or after, the term of Contractor's employment by the Group, publish, disseminate, disclose, or cause to be published, disseminated or disclosed, (herein "disclosure") any



Confidential Information to any person, firm or entity whatsoever, including, but not limited to, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said entities (herein "Third Parties").

**3. DISCLOSURE IS WRONGFUL:**

Contractor acknowledges that the members of the Group are a public figure and substantial effort and expense have been dedicated to limit the constant efforts of the press, other media, and the public to learn business affairs involving the Group, and that Contractor understands that part of his or her employment responsibilities require Contractor's protection of the Confidential Information. Contractor further acknowledges that any disclosure by Contractor to any Third Party of any Confidential Information shall constitute a breach of the terms of Contractor's employment, and shall constitute a breach of trust and confidence, a breach of fiduciary duty, invasion of privacy, and a misappropriation of Gundam's exclusive Property rights and may constitute fraud and deceit.

**4. PROPERTY RIGHTS:**

Contractor acknowledges Gundam's substantial and valuable Property rights and other proprietary interests in Gundam's exclusive possession. Use of the Confidential Information acquired by Contractor during his or her employment by Gundam will be a violation of Gundam's valuable property rights. Contractor agrees to return to Gundam all tangible Confidential Information in Contractor's possession or control upon Gundam's demand and, in any event, at the conclusion of Contractor's employment. Further, Contractor acknowledges that the results and proceeds of all of Contractor's services to Gundam and all materials provided to Contractor in the performance of his or her services to Gundam, including without limitation rights of copyright, trademark, personal property and all other rights in and throughout the world, are deemed owned by Gundam.

**5. PHOTOGRAPHY OR LIKENESSES:**

Contractor expressly agrees that during the term of Contractor's engagement by Gundam, Contractor shall not take any photographs, movies, videos, or make any sketches, depictions or other likeness of members of the Group or their family, friends, associates or employees, all of which shall constitute Confidential Information under this Agreement.

**6. DISGORGEMENT OF MONIES:**

A breach of this Agreement, by Contractor's disclosure of any Confidential Information to any Third Party, shall render Contractor liable to Gundam for any and all damages and injuries incurred by Gundam as a result thereof, and shall obligate Contractor to account to Gundam and turn over to Gundam any and all monies, profits, or other consideration, or benefits, which Contractor derives from any disclosure or exploitation of any of the Confidential Information obtained by Contractor during the term of his or her employment, without prejudice to any other rights or remedies, legal or equitable, that Gundam may have as a result of a violation of the terms hereof.

**7. PERSONAL BEHAVIOR**

Contractor shall not possess any illegal or unlicensed property or substance, including, but not limited to, firearms, narcotics, etc., during Contractor's service for Gundam. Further, and without limitation of the foregoing, Contractor shall not at any time place any firearm and/or narcotic or other drug on any vehicle or in any location owned or leased by Gundam including, without limitation, buses, vans, automobiles, etc. Any action taken contrary to the foregoing provisions of this paragraph shall be deemed a breach of this Confidentiality Agreement.

**8. LIQUIDATED DAMAGES:**

Contractor agrees that any breach or violation by Contractor of any of the terms or provisions of this Agreement, by disclosure to any Third Parties of Confidential Information shall result in substantial damages and injury to Gundam, the precise amount of which would be extremely difficult or impracticable to determine, even after the parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to Gundam. Therefore, Contractor further agrees that, in addition to Gundam being entitled to recover from Contractor the full amount of any and all money or other consideration paid to Contractor in connection with the disclosure by Contractor of any Confidential Information, in violation of the terms hereof, Contractor will also be obligated to pay, and agrees to pay to Gundam, the sum of Twenty-Five Thousand Dollars (\$25,000) as a reasonable and fair amount of liquidated damages to compensate Gundam for any loss or damage resulting from each breach by Contractor of the terms hereof. The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which Gundam will suffer from each breach of the terms of this Agreement.

**9. INJUNCTIVE RELIEF:**

Contractor acknowledges and agrees that any disclosure by Contractor to Third Parties of any Confidential Information will cause irreparable harm to Gundam, which damages and injuries will not be measurable or susceptible to calculation. Contractor further acknowledges and agrees that any breach or threatened breach of the Agreement due to the unauthorized disclosure or threatened disclosure by Contractor to Third Parties of any Confidential Information shall entitle Gundam to obtain an ex parte restraining order, preliminary injunction and permanent injunction (herein "Injunctive Relief") preventing the disclosure, or any further disclosure, of Confidential Information protected by the terms hereof.

**10. RESOLUTION OF DISPUTES:**

(a) In the event a dispute arises concerning any of the provisions of this Agreement, it shall be submitted to and decided by the Los Angeles Superior Court ("Court").

(b) Since a public hearing to enforce any of the provisions contained in this Agreement might cause disclosure of Confidential Information contrary to the intent of the parties, the parties hereby stipulate that, in the event there is litigation of any of the provisions in the Agreement, the Court file shall be sealed and the Court may issue a protecting order prohibiting the disclosure of any of the Confidential Information, and limiting the disclosure of any other information obtained through discovery proceedings.

**11. RELEASE:**

Gundam may, without notifying Contractor, notify any subsequent employer or contractor of Contractor of the rights and obligations of Contractor and Gundam under this Agreement. Gundam's policy regarding post-termination "references" or "recommendations" is to consider any request by Contractor to provide a written reference only upon the prior delivery by Contractor of a release agreement to Gundam, in a form acceptable to Gundam, and the Contractor shall have no right or expectation to any consideration of any such reference without the prior delivery of such a release. In no event shall Contractor have any right or expectation to a reference with content otherwise unacceptable to Gundam.



**12. DISCLOSURE OF THIS AGREEMENT:**

Contractor agrees to keep this Agreement and its terms and provisions strictly confidential and not to disclose the same to any Third Party.

**13. ATTORNEY'S FEES:**

In the event of any breach, or threatened breach, by Contractor of any of the terms of this Agreement, the prevailing party is entitled to recover his or her reasonable attorneys' fees and costs incurred in connection with any action or proceeding arising out of, or relating to, any such breach or threatened breach.

**14. APPLICABLE LAW:**

This Agreement, and any dispute or controversy relating to the existence, validity, meaning interpretation, or alleged breach of this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of California.

**15. SEVERABILITY:**

If any term or provision of this Confidentiality Agreement is inconsistent with any law, state or regulation, or is invalid or unenforceable for any reason, such a term or provision shall be deemed curtailed and limited to the extent necessary to achieve consistency, validity, or enforceability, as the case may be, but such term or provision shall only be so curtailed and limited to the extent necessary to achieve the same, and the balance of this Confidentiality Agreement shall remain in full force and effect.

**16. INTEGRATION:**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no terms other than those contained herein. No supplement, modification, or termination of this Agreement shall be deemed valid unless executed in writing after the date hereof by the parties hereto.



17. **VOLUNTARY AGREEMENT:**

Contractor has entered into this Agreement freely and voluntarily, and Contractor acknowledges that she either consulted with independent counsel before entering into this Agreement, or had the opportunity to do so, but elected not to.

This Agreement is executed as of this 11 day of March, 2016

**ACCEPTED AND AGREED:**

"Contractor"



Print Name: Katarina Benzova  
Date Signed: 03/11/2016

**ACCEPTED AND AGREED:**

Gundam Productions, LLC on behalf  
of itself as well as any and all  
affiliated entities

By: \_\_\_\_\_

# EXHIBIT 25

# ENGAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 6th day of May, 2016 by and between Waterhead International, Inc. ("Company"), c/o 5950 Canoga Avenue, Suite 510, Woodland Hills, CA 91367 and "Artist" (as defined below) with respect to Company's engagement of Artist for Artist's "Services" (as defined below).

**Photographer/Artist:** Katarina Benzova ("Artist"), with an address of Jesenskeho 728/25, 03101 Uptovsky Mikulas, Slovakia.

**Term of Engagement:** May 7, 2016 through June 12, 2016 (subject to change by written notice from Company to Artist) (the "Term")

**Subject:** W. Axl Rose ("Rose") performing with the group p/k/a "AC/DC" and their concert touring activities during the Term (individually and collectively, the "Subject")

**Project:** Possible entertainment work(s) and/or release(s) pertaining to Rose's and/or the Subject's "live" performances and touring activities (e.g., without limitation, so-called "live" CD and/or DVD releases, digital-only releases, viral assets, book releases, etc.) (individually and collectively, the "Project")

**Services:** Photographer and videographer services plus editing of video footage and editing of still photography (the "Services"). The Services will be rendered on an exclusive basis for the duration of the Term.

**Weekly Fee:** Two Thousand Five Hundred Dollars (\$2,500.00) per Week (the "Weekly Fee").

**Additional Consideration:** Coach airfare costs, accommodation costs and per diem at \$50/day (all details and aspects of which to be determined solely by Company) for the duration of the Term (the "Additional Consideration").

**1. Engagement of Services.** Except as expressly set forth otherwise herein, all capitalized terms used herein shall have the meaning(s) ascribed to them in the above header. Company hereby engages Artist to render the Services in connection with the Project for the duration of the Term plus the duration of time required for post production. Artist will deliver the "Works" (as defined in paragraph 3 hereinbelow), all originals, negatives, recordings, elements and/or digital files thereof, and all copies of any and all of the foregoing within seven (7) days of the expiration or termination of the Term. In addition, Artist will deliver individual Work(s) as requested by Company within twenty-four (24) hours of Company's request for the individual Work(s). Further, during the Term of Artist's engagement, Artist will regularly edit and otherwise produce audiovisual footage and other Works for use as so-called "webisodes" (with each to be of a duration between one [1] minute and five [5] minutes) on the Subject's website and/or Rose's website (individually and/or collectively, the "Website") such that Company may incorporate not less than one (1) webisode on the Website every other day of the Term. The Works must be satisfactory to Company (in Company's sole discretion) in all respects. Artist shall obtain all releases, clearances, licenses and/or permissions, on terms and using such form(s) as are supplied or otherwise satisfactory to Company (in Company's sole discretion), to use the name, picture, silhouette and other reproductions of the physical likeness and/or voice of all persons and the name, picture, silhouette and other reproductions of all locations and all other items, works and/or materials that are photographed, recorded, reproduced, otherwise embodied and/or used in the Works, as necessary for Company to exploit any and all of Company's rights in and to the Works (as further set forth in paragraph 3 below).

**2. Compensation.** In consideration of Artist's services (including post production services), warranties, representations, covenants and promises hereunder, and provided Artist is not in breach hereof, Company will pay



Artist each Weekly Fee in accordance with the following schedule: the Weekly Fee will be paid in weekly installments promptly following the completion of the applicable week (defined as 7 days and pro-rated for periods of less than 7 days), provided that (a) the first installment will be paid upon the later of Artist's signature hereof or the completion of the first week and (b) the last installment will be paid upon Artist's delivery and Company's acceptance of Works satisfactory to Company in Company's sole discretion. In addition, Company shall provide Artist with the Additional Consideration during the Term provided Artist is not then in breach of Artist's obligations hereunder. Notwithstanding anything to the contrary, Artist will be solely responsible for paying any and all compensation, travel, accommodation, per diems, incidentals and all other costs for the services of any and all individuals engaged by Artist in connection with Artist's Services hereunder; and in the event Company pays or advances any such costs, then in addition to any other rights and/or remedies Company may have in connection therewith, Company will have the right to deduct such costs from the Weekly Fee(s).

**3. Rights.** As used herein, the "Works" shall mean the artwork, photographs and all other results and proceeds of Artist's Services hereunder and of all other services rendered by Artist in connection with the Project and/or pertaining to or related to Rose and/or the Subject in any manner. Artist acknowledges and agrees that Company is and shall be the exclusive owner in perpetuity throughout the world of all right, title and interest in and to Works during and from the inception of their creation, including, without limitation, the worldwide copyrights therein and thereto and the exclusive right to copyright such Works in Company's name, and to exercise all rights of the copyright proprietor thereof. In connection with the foregoing, Artist acknowledges and agrees that each Work is a "work made for hire" within the meaning of the United States Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world. Artist hereby irrevocably and unconditionally waives any and all moral rights and similar laws or principles throughout the world that Artist has or may have in the Works and hereby agrees not to make any claim against Company or Company's, assigns, licensees, designees or distributors based on such moral rights or similar laws or principles. To the extent, if any, that Artist may be deemed an "author" of any such Work(s), Artist further grant to Company a power of attorney, irrevocable and coupled with an interest, on Artist's behalf and in Artist's name, to apply for and obtain, and on obtaining same, to assign to Company, all such copyrights and renewals and extensions thereof. Artist further agrees to perform such acts and execute and deliver to Company, and to cause each person rendering services in connection with the Works to perform such acts and to execute and deliver to Company (a) written assignments to Company (in a form satisfactory to Company) of all copyright rights (including renewal and extension rights) such person(s) may have, and/or (b) such other instruments as Company deems necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. Artist hereby irrevocably appoint Company as Artist's agent and attorney-in-fact to execute the aforementioned instruments in Artist's name and/or the name of such persons rendering services in connection with the Works and to dispose of such instruments; and Artist acknowledges that Company's agency and power are coupled with an interest. Without limitation of any of the foregoing, Company and/or our Company's assigns, licensees, designees and/or distributors shall have the exclusive worldwide right in perpetuity to reproduce, sell, lease, license, distribute, publicly perform, exhibit, display, creative derivative works of, exploit in any manner, or otherwise dispose of, and advertise the Works and all reproductions and/or derivative works thereof by any method now or hereafter known in any field of use (including, without limitation, via the manufacture, distribution and sale of merchandise, digital products, records and/or videograms embodying any of the Work(s)), or to refrain therefrom, throughout the world upon such terms and conditions, and in such forms and versions as Company may, in Company's sole discretion, determine.

**4. Right to use Artist's Name, Likeness and Biography.** Additionally, Artist hereby grants to Company the rights to use and publish, and to permit others to use and publish, Artist's name (legal and/or professional), likenesses and biographical materials concerning Artist solely in connection with each of the Works and/or in connection with Company's and/or Company's designee's exploitation of the Works, the Project, and the sale, advertising, marketing and promotion thereof.

**5. Privacy.** Artist further agrees that the terms and conditions of this Agreement, as well as any and all information Artist may have or will obtain concerning the personal life, business policies and/or practices of Rose, the Subject and/or the Company, the Work(s) and/or the Project, shall constitute "confidential information;" and



Artist shall not disclose, distribute, summarize, reproduce, exhibit, perform or in any way disseminate to any third party any of the confidential or any portion thereof.

6. Company may assign rights to others. Artist warrants, represents and agrees that Company shall have the right to assign any and all rights obtained hereunder, and/or to delegate any of its obligations hereunder, to any of Company's licensees, assignees, distributors and/or designees and/or any other third party. Artist may not assign Artist's rights or delegate any of Artist's obligations hereunder. Without limiting the generality of the foregoing, Artist warrants, represents and agrees that Company's rights with respect to each of the Works may be freely assigned and licensed and its rights shall be binding upon Artist and inure to the benefit of any such assignee or licensee.

7. Warranties, Representations and Indemnity. Artist warrants and represents that Artist has the right to execute this Agreement, that each of the Works is and shall be new and original with Artist and not an imitation or copy of any other material and that each of the Works is and shall be capable of copyright protection throughout the universe, does not and shall not violate or infringe upon any common law or statutory right of any party including, without limitation, contractual rights, copyrights and rights of privacy, or constitute unfair competition and is not and shall not be the subject of any litigation or of any claim that might give rise to litigation, including, without limitation, any claim by any copyright proprietor of any pre-existing material contained in any of the Works. Artist shall indemnify and hold Company, the corporations comprising Company, Rose, the Subject, and its and their respective employees, officers, agents, managers, attorneys, parents, subsidiaries, affiliated entities, successor(s)-in-interest, assignees, distributors, licensees and designees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, court costs and attorneys' fees, whether or not in connection with litigation) arising out of any claim or action by a third party which is inconsistent with any warranty, representation or covenant made by Artist in this Agreement.

8. Default. Neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any failure on Artist's part to deliver any of the Works upon Company's request or to any breach which cannot be cured, an application for injunctive relief or where a specific cure period is otherwise provided herein. Notwithstanding anything to the contrary, Company shall have the right to terminate the Term of Artist's engagement hereunder for any reason; and Artist's sole remedy in the event thereof shall be the right to retain such portion of the Weekly Fee(s) theretofore payable to Artist hereunder; and for the avoidance of doubt, Company shall retain all rights granted to Company hereunder in connection with the Works.

9. Miscellaneous. Artist agrees to execute any documents and do any other acts which may be required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Upon Artist's failure to promptly do so, Artist hereby appoints Company as Artist's attorney-in-fact for such purposes (it being acknowledged by Artist that such appointment is irrevocable and shall be deemed a power coupled with an interest), with full power of substitution and delegation. Artist further acknowledges and agrees that in the event of any breach by Company, Rose and/or the Subject (and/or any third party deriving rights from Company, Rose and/or the Subject) of this Agreement, Artist will be limited to Artist's remedy at law for damages (if any) and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, exploitation or advertising of the Works, the Project or any materials in connection therewith, that nothing herein shall obligate Company to use the results and proceeds of Artist's services or the Works in the Project and/or otherwise to produce, distribute or advertise the Works or Project, and that this Agreement shall be governed by the laws of the United States and the State of California applicable to contracts executed and to be performed entirely therein. Artist acknowledges that Artist has had the opportunity to consult legal counsel of Artist's own choice at Artist's own expense to advise Artist in connection with the execution of this Agreement and that Artist has either engaged such counsel or freely and voluntarily waived Artist's right to do so.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed as of the first date written above.

WATERHEAD INTERNATIONAL, INC.

By: \_\_\_\_\_  
An authorized signatory

\_\_\_\_\_  
Katarina Benzova

# EXHIBIT 27



**INDEPENDENT CONTRACTORS**

**ACKNOWLEDGMENT OF RISK AND PREVENTION POLICIES, WAIVER OF  
LIABILITY AND INDEMNIFICATION AGREEMENT  
REGARDING CORONAVIRUS AND COVID-19**

Gundam Touring Services US, LLC ("GUNDUS") is committed to taking all reasonable steps to protect the health of those with whom we work during the unprecedented coronavirus disease ("COVID-19") pandemic.

**COVID-19 INHERENT RISKS.** According to the Centers for Disease Control ("CDC"), COVID-19, a respiratory illness that transmits easily from person to person, is thought to spread mainly between people who are in proximity with one another, through respiratory droplets produced when an infected person coughs, sneezes, talks, or merely breathes, that can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It is widely known that people with mild or even no symptoms may be able to spread the virus. **The virus that causes COVID-19 spreads very easily and sustainably between people.** Information from the CDC indicates that this virus is more contagious than influenza (the flu), which is itself highly contagious.

The ways in which the virus that causes COVID-19 is transmitted and the short and long-term dangers of COVID-19 are still not fully understood; therefore, **EVERYONE**, of all ages and all health, should consider themselves at risk of serious and even life-threatening consequences associated with contracting the virus that causes COVID-19. It is also understood that even if an individual is fully vaccinated, meaning had both shots of the Moderna or Pfizer vaccine or the single shot of the Johnson & Johnson vaccine, and two weeks have passed since the last shot, they may still be infected with the COVID-19 virus and could present as asymptomatic. Therefore, everyone with whom we work is encouraged to be fully vaccinated and to follow on-going CDC recommendations regarding preventive actions, such as face coverings, social distancing and similar activity.

The undersigned (hereinafter, "you") hereby acknowledges that there are inherent risks and dangers associated with providing services to GUNDUS during the COVID-19 pandemic and for so long as the threat of contracting or spreading the virus that causes COVID-19 continues. Those inherent risks and dangers include, but are not limited to: contracting coronavirus; developing COVID-19; spreading coronavirus to household members and anyone with whom you or your employees or subcontractors come into contact; suffering a heart attack or other heart problems; respiratory failure or other respiratory problems; other health problems; other bodily injuries; and possibly even death. **Initial: \_\_\_\_.**

**COMPLIANCE WITH COVID-19 POLICIES IMPLEMENTED BY ZED INK AND PREMISES OWNER OR OPERATOR.** While there is now a vaccine to protect against COVID-19, and treatments have been developed for the virus, the long term effects are still unknown, including whether or not a so-called "booster" shot might be needed in the coming months. Therefore, compliance with GUNDUS COVID-19 Prevention Policies, a copy of which is attached hereto, as well as any additional COVID-19 policies implemented by the owner or operator of the premises where you will provide your services, is mandatory and critical to the



well-being of GUNDUS' team, clients, vendors, independent contractors and you. You acknowledge you have read and agree to comply with GUNDUS' COVID-19 Prevention Policies, as they now exist or may hereafter be amended, as well as any additional COVID-19 policies implemented by the owner or operator of the premises where you will provide your services. In the event you violate or threaten to violate such policies or any portion thereof, GUNDUS shall have the right, in its sole discretion, to immediately eject you from the premises and terminate your services. **Initial:** \_\_\_\_.

**REPRESENTATION AND WARRANTY.** Symptoms associated with COVID-19, include but are not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. You represent and warrant that, in the past 14 days, you have not (i) been diagnosed with COVID-19 or experienced any of these symptoms; and/or (ii) been exposed to anyone diagnosed with COVID-19 or experiencing any of these symptoms. **Initial:** \_\_\_\_.

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS ASSOCIATED WITH CONTRACTING COVID-19.** You (i) acknowledge the risks to yourself and to those you or they come into contact with, including those risks described above, associated with contracting the virus which causes COVID-19, (ii) confirm you understand that, regardless of the precautions GUNDUS has taken, you may still contract the virus that causes COVID-19 while providing services to GUNDUS, and (iii) confirm that you are nonetheless voluntarily choosing to provide services to, and (iv) confirm that you voluntarily assume full responsibility and full risk for any and all illnesses, symptoms, bodily injuries or death that may result from or arise out of, directly or indirectly, you contracting or spreading coronavirus or COVID-19 as a result of providing services to GUNDUS, whether such contracting or spreading is caused by the ordinary negligence of GUNDUS, its officers, directors, shareholders, members, employees, representatives, agents, clients, independent contractors, vendors, or otherwise. **Initial:** \_\_\_\_.

**WAIVER AND RELEASE.** On behalf of yourself and any person claiming by or through you, you hereby waive, release and forever discharge GUNDUS, and all of its officers, directors, shareholders, members, employees, representatives, agents, clients, independent contractors, and/or vendors ("Releasees"), from any and all claims, liabilities, causes of action, damages, costs, or expenses that you, or any person claiming by or through you, have or in the future may have based on, relating to, or arising out of, in whole or in part, illnesses, symptoms, bodily injuries or death that may result from or arise out of, directly or indirectly, contracting or spreading COVID-19 as a result of providing services to GUNDUS, or property damage as a result of complying with GUNDUS COVID-19 Prevention Policies, including, but not limited to, as a result of the ordinary negligence of the Releasees.

You acknowledge you have read this waiver and release provision, that you fully understand it, are of sound mind, are signing freely, voluntarily, and without duress or coercion, and that you have had an opportunity to seek and obtain advice from your own independent counsel before signing it. **Initial:** \_\_\_\_.

**WAIVER OF UNKNOWN CLAIMS.** You understand you may later discover claims or facts that may be different than, or in addition to, those which you now know or believe to exist with regards to the subject matter of this agreement, and which, if known at the time of signing this agreement, may have materially affected this agreement and/or your decision to enter into it. Nevertheless, you hereby waive any right or claim which might arise as a result of such different or additional claims or facts.

**YOU HAVE BEEN MADE AWARE OF, AND UNDERSTAND, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS, BENEFITS AND PROTECTIONS OF THAT STATUTE, WHICH PROVIDES:**

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

**Even if the services you are providing take place outside the State of California, you agree to be bound by the above waiver language.**

You further acknowledge you have read this waiver of unknown claims, that you fully understand it, are of sound mind, are signing freely, voluntarily, and without duress or coercion, and that you have had an opportunity to seek and obtain advice from your own independent counsel before signing it. **Initial: \_\_\_\_.**

**INDEMNIFICATION.** It is possible that you could contract the virus which causes COVID-19 while providing services to GUNDUS and then spread it to members of your household or anyone with whom you come into contact. On behalf of yourself and any person claiming by or through you, you hereby agree to defend (with counsel of GUNDUS' sole choice) and to indemnify GUNDUS, its officers, directors, shareholders, members, employees, representatives, agents, clients, independent contractors, and/or vendors against any and all claims, liabilities, causes of action, damages, costs, or expenses brought or asserted by (i) any of your employees or subcontractors; (ii) any person who claims that they contracted the virus which causes COVID-19 from you or from someone whose infection can be traced to you, directly or indirectly, or (iii) any person who claims that they spread the virus which causes COVID-19 after contracting it from you, or from someone whose infection can be traced to you, and asserts liability on the part of any Releasee on any ground.

You acknowledge that you have read this indemnification provision, that you fully understand it, are of sound mind, are signing freely, voluntarily, and without duress or coercion, and that you have had an opportunity to seek and obtain advice from your own independent counsel before signing it. **Initial: \_\_\_\_.**

You acknowledge your obligations under this assumption of risk, waiver and release of liability, and indemnity agreement are continuing and will apply each and every time you, provide services to GUNDUS without the need for a separate agreement to be executed each time you, provide your services to GUNDUS. **Initial: \_\_\_\_.**



**INSURANCE.** At the request of GUNDUS, you will provide satisfactory evidence of insurance coverage as may be required. You hereby provide the following information relating to your compliance with the requirement that you carry necessary insurance:

- a. You have workers' compensation insurance and a certificate showing such is attached. **Initial:** \_\_\_\_.
- b. You are exempt from carrying workers' compensation insurance because you have no employees (California Business and Professions Code §7125). **Initial:** \_\_\_\_.
- c. You are exempt from carrying workers' compensation for the reason described here \_\_\_\_\_. **Initial:** \_\_\_\_.

**CHOICE OF LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of California. Any dispute, controversy, or claim arising out of or related to any illnesses, symptoms, bodily injuries or death that may result from, be related to or arise out of, directly or indirectly, contracting or spreading COVID-19 as a result of providing services to GUNDUS (including, but not limited to, as a result of the ordinary negligence of the Releasees), this Agreement, or any breach or termination of this Agreement, shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by the American Arbitration Association ("AAA") and shall be conducted consistent with the rules, regulations, and requirements thereof as well as any requirements imposed by California law. Any arbitral award determination shall be final and binding upon the parties. The venue for any arbitration proceeding will be Los Angeles, California and shall be conducted pursuant to the AAA commercial dispute rules then in effect. **Initial:** \_\_\_\_.

**ENTIRE AGREEMENT.** This Agreement is the final and complete agreement between you and GUNDUS as to the risks associated with your provision of services to GUNDUS while the virus that causes COVID-19 exists in human populations, your assumption of those risks and your waiver of liability associated with them, your agreement to indemnify GUNDUS as set forth above, and your agreement to comply with GUNDUS' COVID-19 Prevention Policies (hereinafter, the "Subject Matter"). No representations, inducements, promises, or understandings in relation to the Subject Matter, whether oral or written, exist unless expressly set forth in this Agreement. This Agreement supersedes all prior understandings, agreements, contracts, or arrangements between the parties as to the Subject Matter, unless expressly incorporated into this Agreement.

**AMENDMENT/WAIVER.** Except as expressly provided otherwise herein, neither this Agreement nor any of the terms, provisions, obligations or rights contained herein, may be amended, modified, supplemented, augmented, rescinded, or discharged (other than by performance), except by a written instrument or instruments signed by all of the parties to this Agreement. No waiver of any breach of any term, provision or agreement contained herein, or of the performance of any act or obligation under this Agreement, or of any extension of time for performance of any such act or obligation, or of any right granted under this Agreement (including any Deal Memo), shall be effective and binding unless such waiver shall be in a

written instrument or instruments signed by each party claimed to have given or consented to such waiver and each party affected by such waiver.

**SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid, illegal or unenforceable under present or future laws effective during the term of this Agreement, then and, in that event: (A) the performance of the offending term or provision (but only to the extent its application is invalid, illegal or unenforceable) shall be excused as if it had never been incorporated into this Agreement, and, in lieu of such excused provision, there shall be added a provision as similar in terms and amount to such excused provision as may be possible and be legal, valid and enforceable, and (B) the remaining part of this Agreement (including the application of the offending term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable) shall not be affected thereby and shall continue in full force and effect to the fullest extent provided by law.

WHEREFORE, I HEREBY AGREE TO ALL OF THE FOREGOING BY SIGNING BELOW.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature

Print Your Name \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Name/Title:

Gundam Touring Services, LLC



# EXHIBIT 28

**Gundam Touring Services U.S. LLC**

c/o LL Business Management  
5950 Canoga Ave., Suite 510  
Woodland Hills, CA 91367  
Attn.: Bernie Gilhuly

Dated as of: October 25, 2022, effective as of October 4, 2022

Katarina Benzova

Re: Amendment to Crew Member Employment Memorandum

Dear Katarina:

I refer to the agreement dated as of August 1, 2021 ("Deal Memo") between you and us with respect to your services ("Services") as a photographer for us.

You acknowledge and agree that the Services were rendered continuously from August 3, 2021 and have continued through and including October 15, 2022.

You acknowledge that, as of the date hereof, you have been paid all sums due to you for such continued services.

Upon execution hereof, you shall receive the sum of eight thousand dollars (\$8,000.00) and you shall not be required to render services through at least December 31, 2022.

If at such time as we elect to recommence Services, and you agree to do so at our request, then we shall recommence payments at that time.

Except as specifically amended hereby, the terms and conditions of the Deal Memo remain in full force and effect.

Sincerely,  
Gundam Touring Services U.S. LLC

Accepted and Agreed:

By: \_\_\_\_\_  
An Authorized Signatory

\_\_\_\_\_  
Katarina Benzova

# EXHIBIT 29

Katarina Benzova, Jesenskeho 728/25, 031 01 Liptovsky Mikulas, Slovakia

## **PHOTOGRAPHY USAGE AGREEMENT**

Licensor: Katarina Benzova  
Jesenskeho 728/25  
Liptovsky Mikulas  
031 01 Slovakia

Licensee: Get Off My Bach Productions Inc.  
c/o Dennis Ench, CPA  
Capraro, Centofranchi, Tidona, Ench & Co., CPA's, P.C.  
110 Walt Whitman Road Suite 205  
Huntington Station, NY 11746  
tele: 631-423-2222 ext. 123

This agreement between licensor and licensee is non-exclusive. The licensor is free to enter separate license agreement with third parties interested in using the same photographs.

By this agreement, the licensor allows the licensee to use, display, or publish these pictures for Sebastian Bach's 2013 DVD/CD, tentatively titled ABachalypse Now, and all media in connection with them (digital download, etc.), non-profit or editorial projects involving advertising, print media, website publications, or broadcast as chosen by the licensee.

This license is not transferable to a third party.

Licensee agrees to supply Katarina Benzova with one complimentary copy of any printed or published work in which one or more images appear.

Katarina Benzova remains the sole owner of the image's copyright. No transfer of intellectual property is made by this agreement.

The licensee agrees to credit Katarina Benzova in a reasonable manner whenever the image is printed or displayed with this text: "copyright 2012 Katarina Benzova". If possible, as a courtesy, the licensee will provide a link to Katarina Benzova's website: www.katarinabenzova.com

The licensee agrees to pay Katarina Benzova amount of \$1200 to her PayPal account: kat@katarinabenzova.com or payment method these two parties have agreed to within 10 working days after receiving photographs.

This agreement is effective as of this date: [ 11/16/12 ] in perpetuity and is executed by the undersigned parties representing licensor and licensee:



Licensor

Licensee



Date: May 12, 2023

**LICENSE AGREEMENT**

**Katarina Benzova** is the photographer of, and, the owner of the copyright in certain photographs (the "Photos") described on the attached Schedule. For good and valuable consideration, the receipt and sufficiency of which are deemed acknowledged, Owner hereby irrevocably grants to *The Archive of Contemporary Music* the nonexclusive right and license to use and display the Photos or any portion thereof in the exhibition scheduled to run from *June 15, 2023 to Sept 15, 2023* at *Columbia College and The Museum of Contemporary Photography, Chicago [MOCAP] Arts Corridor*, named "*From Her To Eternity: Through Her Eyes the Women Who Photographed Music*," and in materials for promotion and marketing of the Exhibition.

**AGREED TO AND ACCEPTED:**



---

**Katarina Benzova**

**SCHEDULE**

*Description of Photos*

***Courtney Love Live shot, close up***

***Perry Farrell***

***Kiss in golf cart***

***Keith Richards on stage, sunglasses***

Katarina Benzova, 417 Grand Street, apt.D207, New York, NY 10002

## **PHOTOGRAPHY USAGE AGREEMENT**

Licensor: Katarina Benzova  
417 Grand Street, apt.207  
New York, NY 10002

Licensee: Mike Taft  
Artist Relations Manager – Ibanez Guitars  
Hoshino USA, Inc.  
10888 La Tuna Canyon Rd.  
Unit A  
Sun Valley, CA 91352

This agreement between licensor and licensee is non-exclusive. The licensor is free to enter separate license agreement with third parties interested in using the same photographs.

By this agreement, the licensor allows the licensee to use 1 photograph (A94A8495) of Paul Stanley for promotional purposes of Ibanez Guitars.

This license is not transferable to a third party.

Licensee agrees to supply Katarina Benzova with one complimentary copy of any printed or published work in which one or more images appear.

Katarina Benzova remains the sole owner of the image's copyright. No transfer of intellectual property is made by this agreement.

The licensee agrees to credit Katarina Benzova in a reasonable manner whenever the image is printed or displayed with this text : "Katarina Benzova " or www.katarinabenzova.com

The licensee agrees to pay Katarina Benzova amount of US \$1000 by payment method these two parties have agreed to within 60 working days after receiving photographs.

This agreement is effective as of this date: [ 13/June/2015] in perpetuity and is executed by the undersigned parties representing licensor and licensee:



Licensor



Licensee



March 6, 2025

Ms. Katarina Benzova  
13700 Marina Pointe Drive  
Apt. 619  
Marina Del Rey, CA 90292

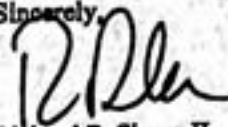
Dear Ms. Benzova,

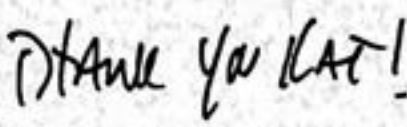
We want to sincerely thank you for your very generous support of Janie's Fund through your donation which sold twice for \$50,000 for our 6<sup>th</sup> Annual Steven Tyler GRAMMY Awards Viewing Party, which raised a record-breaking \$2.55 million!

Janie's Fund has two important goals: to bring much-needed awareness to the issue of abuse and neglect of children and to generate financial support to ensure that girls receive the most effective support available to help them overcome the trauma and pain of abuse.

All proceeds from this event are directed to bring hope and healing to girls who have suffered trauma from abuse or neglect. Without the resources and support needed to help them reach their full potential, these brave girls face enormous challenges. Thankfully, we have committed partners just like you to help expand these services to even more girls across the country. We are extremely grateful for your decision to support Steven in this critically important work!

Sincerely,

  
Richard P. Shaw, II  
Chief Development Officer



P.S. The tax deductibility and value of gifts other than cash is best determined through discussion with your financial advisor.

Janie's Fund is a partnership with Youth Villages  
3320 Brethar Blvd. / Memphis, TN 38133

**A BIG  
VOICE  
FOR ABUSED  
GIRLS**



# EXHIBIT 30

1 **Zach Rosenblatt (SNB# 345034)**  
2 **ZSR LAW**  
3 406 Broadway, #125  
4 Santa Monica CA 90401  
5 Telephone: (310)-529-1213  
6 Email: zachrosenblatt@gmail.com  
7 Attorney for Defendant, KATARINA BENZOVA

8 **UNITED STATES DISTRICT COURT**  
9  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 **GUNDAM TOURING SERVICES US**  
12 **LLC; GUNDAM PRODUCTIONS,**  
13 **LLC; AND WATERHEAD**

14 **Plaintiff,**

15 **vs.**

16 **KATARINA BENZOVA,**  
17  
18 **Defendant**

Case No.:2:23-cv-08968-FMO

**SUBPEONA DUCES TECUM**

19  
20  
21 **TO: Petersen Automotive Museum 6060 Wilshire Blvd, Los Angeles CA 90036**

22 **SUBPOENA DUCES TECUM**

23  
24 In the matter of Gundam v. Benzova, Case No.: 2:23-cv-08968- FMP,  
25 pursuant to Rule 45 of the Federal Rules of Civil Procedure, you are commanded to  
26 produce the following documents at 406 Broadway Suite 125, Santa Moinca CA  
27 90401:  
28

/s/ Zach Rosenblatt  
Zach Rosenblatt  
ZSR LAW  
Attorney for KATARINA BENZOVA

# EXHIBIT 1



# Slash



**G**rammy award winner and Rock & Roll Hall of Fame inductee Slash is one of the most acclaimed musicians of the modern era and has been named among the top guitarists of all time by *Rolling Stone* magazine. In 1987 Slash's signature sound ignited Hollywood's legendary Sunset Strip where, as lead guitarist of Guns N' Roses, his iconic riffs on songs like "Sweet Child a Mine" and "Welcome to the Jungle" helped to define a generation of rock. Slash went on to achieve critical acclaim with his band Slash's Snakepit and global success with the supergroup Velvet Revolver before embarking on a solo career and founding Slash Ft. Myrr Kennedy & The Conspirators. In 2018 Guns N' Roses reunited for a historic world tour that *Billboard* magazine ranks as the third highest-grossing tour of all time. Slash is also a songwriter, film producer, *New York Times* best-selling author, and one of the most recognizable faces in pop culture worldwide.

Orange, Slash is known for his signature top hat and shades.  
© for direction

Slash's 1966 Ford Mustang is featured in the *Sevens* color combination. Slash exterior and interior.  
Courtesy of Mustang Auditions



A big fan of motorcycles, Slash has owned many sports and performance automobiles, including multiple Porsches. His first was a 1988 911 Speedster, a rare model manufactured for just one year with only 833 exported to America. That car was followed by two more Porsches built with Porsche Exclusive Manufaktur to custom specifications, including substantial personalization of exterior, interior, and mechanical components.

PETERSEN  
AUTOMOTIVE MUSEUM

Jonathan Eisen <jeisen@petersen.org>

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## Slash @ the Petersen

Owen Shively <oshively@rttma.com>  
To: Jonathan Eisen <jeisen@petersen.org>  
Cc: Bryan Stevens <bstevens@petersen.org>

Fri, Mar 31, 2023 at 12:24 PM

Hey Jonee,

Happy to be of help! Looking forward to an amazing exhibition

Owen

---

From: Jonathan Eisen <jeisen@petersen.org>  
Sent: Friday, March 31, 2023 12:18 PM  
To: Owen Shively <oshively@rttma.com>  
Cc: Bryan Stevens <bstevens@petersen.org>  
Subject: Re: Slash @ the Petersen

Great. Thank you, Owen. We really appreciate all your help especially with making Slash's involvement happen.

-Jonee

On Thu, Mar 30, 2023 at 7:43 PM Owen Shively <oshively@rttma.com> wrote:  
Hey Jonee,

This is cool. Thank you for the extra effort.

Owen

Greetings from One Porsche Drive

Von meinem iPhone gesendet

On Mar 30, 2023, at 5:07 PM, Jonathan Eisen <jeisen@petersen.org> wrote:

Hi Owen-

Here is our version of the Slash bio and car info placard based on the text you supplied. We slightly reworked things to clean it up some and make it consistent with the verbiage we typically use here at the Petersen. We included the new information you provided, it just has some things in different places and some of the car specific info was better suited to the placard. Hopefully this will work for you and Slash. We had actually revised the original bio you read to reflect his current touring with GnR and the additional accolades you had mentioned. However that version never made it to you unfortunately for which I apologize. Turbosaurus Rex just arrived and it looks great. We're really excited to see it in the exhibit.

Here is the text:

**BIO:**

Grammy

award winner and Rock & Roll Hall of Fame inductee Slash is one of the most acclaimed musicians of the modern era and has been named among the top guitarists of all time by *Rolling Stone*

magazine. In 1987 Slash's signature sound ignited Hollywood's

legendary Sunset Strip when, as lead guitarist of Guns N' Roses, his iconic riffs on songs like "Sweet Child o' Mine" and "Welcome to the Jungle" helped to define a generation of rock. Slash went on to achieve

critical acclaim with his band Slash's Snakepit and global success with the supergroup Velvet Revolver

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before embarking on a solo career and founding Slash Ft. Myles Kennedy & The Conspirators. In 2016 Guns N' Roses reunited for a historic world tour that *Billboard* magazine ranks as the third-highest-grossing tour of all time. Slash is also a songwriter, film producer, *New York Times* best-selling author, and one of the most recognizable faces in pop culture worldwide.

A

big fan of motorsports, Slash has owned many sports and performance automobiles, including multiple Porsches.

His first was a 1989 911 Speedster,

a rare model manufactured for just one year with only 823 exported to America. That car was followed by two one-off Porsches built with Porsche Exclusive Manufaktur to custom specifications, including substantial personalization of exterior, interior, and mechanical components.

**PLACARD:**

This one-of-a-kind  
911 Turbo S

was custom tailored by Slash and Porsche Exclusive Manufaktur, showcasing both the musician's signature style and Porsche's customization capability. The paint-to-sample Forest Green Metallic finish alludes to Slash's love of dinosaurs and other reptiles, an affinity evident in the car's nickname: "Turbosaurus Rex." The interior mirrors Slash's own iconic appearance, making maximum use of black leather specified as "CXX" options (non-standard options fitted at the Porsche factory). Special aerodynamic body components, carbon ceramic brakes, and factory mechanical upgrades contribute to substantially improved performance.

Let

me know how this looks to everyone. Obviously we need to get it to the printer ASAP.

Best,  
Jonee

On Wed, Mar 29, 2023 at 11:04 PM Owen Shively <oshively@rttma.com> wrote:

Hey Jonee,

Thank you very much for making the effort to get the bio up in time for the opening. that is great news

The issue was the original did accurately reflect Slash's career. For example, he currently tours with Guns N' Roses not Slash featuring Myles Kennedy and the Conspirators as stated in the original bio. It also omitted his awards and accolades which set him apart from his peers. There are a lot of guitarists out there but not too many sold 100M albums are NY Times best selling authors and in the hall of fame.

From the car sand point he wanted to focus on the creativity of the car he build. The CRX and the Austin Martins are cool but just things he bought. Porsche was the first manufacture who allowed him be part of the design process.

It might seem like subtle differences but significant, nonetheless. he will appreciate the effort to get it right.

Thank you very much!

Owen

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From: Jonathan Eisen <jeisen@petersen.org>  
Sent: Wednesday, March 29, 2023 8:28 PM  
To: Owen Shively <oshively@rttma.com>  
Cc: Bryan Stevens <bstevens@petersen.org>  
Subject: Re: Slash @ the Petersen

Thanks Owen-

We're going to make it a priority to try and have it ready in time for the opening.  
For our own knowledge, would you mind letting me know what facts we got wrong in the bio?

Best,  
Jonee

On Wed, Mar 29, 2023 at 4:16 PM Owen Shively <oshively@rttma.com> wrote:  
Thanks Jonee,

The extra effort is necessary to get it right but will be appreciated. Better no bio rather than the wrong one.

Owen

---

From: Jonathan Eisen <jeisen@petersen.org>  
Sent: Wednesday, March 29, 2023 3:27 PM  
To: Owen Shively <oshively@rttma.com>; Bryan Stevens <bstevens@petersen.org>  
Subject: Re: Slash @ the Petersen

Hi Owen-

Understood. We would have to tweak it slightly form and grammar-wise to be consistent with all the other content and it won't be ready for the opening. We don't do the signs in-house because they're printed on a special material and are mounted in a unique box structure, so we'll have to order a new one with the revised text.

-Jonee

On Wed, Mar 29, 2023 at 3:07 PM Owen Shively <oshively@rttma.com> wrote:  
Hi Jonee,

The buo needs to be the approved one. It is critical

Owen

Von meinem iPhone gesendet

On Mar 29, 2023, at 2:45 PM, Jonathan Eisen <jeisen@petersen.org> wrote:

Thanks Owen-

We really appreciate it. Unfortunately we hit the deadline to send the bio panels to the printer, so I'm not sure we'll be able to incorporate this into the bio itself. However I can certainly rework the car's info placard with some of the stuff specific to the car itself like "Turbosaurus Rex" etc. And I did add "Grammy Award Winner" the bio previously, so hopefully Slash will be happy with how the bio turned out.

-Jonee

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On Tue, Mar 28, 2023 at 10:05 PM Owen Shively <oshively@rttma.com> wrote:  
Hey Jonee,

Below and attached is the bio for slash and the car. He wanted to keep it more about the car that he built than his vehicular history. Looking forward to check out the killer graphics wall to go with the car.

Slash Bio:

Slash is a Grammy Award winning Rock and Roll Hall of Fame, guitarist, songwriter, film producer and a New York Times Best-selling author. In 1987 Slash's signature sound ignited the legendary Sunset Strip as the guitar riffs on Guns N' Roses' #1 hits "Sweet Child o' Mine" and "Welcome to the Jungle" sold over 100 million albums and defined a generation of rock. Slash went on to critical acclaim with his band Slash's Snakepit and global success with the supergroup Velvet Revolver before embarking on a solo career founding Slash Ft. Myles Kennedy & The Conspirators. In 2016, Guns N' Roses re-united as Slash joined Axl Rose and Duff McKagan for the historic world tour which Billboard magazine ranks as the third highest grossing tour of all time. Slash is considered one of the greatest rock guitar players of all time and one of the most recognizable faces in pop culture worldwide.

Slash has owned multiple Porsches including his first- a 1989 911 Speedster. This 2017 Porsche 911 Turbo S was custom tailored by Slash and Porsche Exclusive Manufaktur showcasing both Slash's signature style and Porsche's customization capability. The car is paint to sample Forest Green Metallic representing his love of dinosaurs and reptiles. The interior mirrors Slash's iconic look as Special Wishes CXX custom options blanket it with as much black leather as possible. Performance-wise Slash equipped the car with all factory mechanical upgrades, aero kit, and PCCB brakes to create an apex Porsche-nicknamed Turbosaurus Rex.

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From: Jonathan Elsen <jelsen@petersen.org>  
Sent: Friday, March 24, 2023 9:43 AM

To: Owen Shively <oshively@rttma.com>  
Subject: Re: Slash @ the Petersen

Thanks Owen-

Those are awesome. I will let you know when we have something mocked up. H  
How's the Top Gun Porsche picture coming along?

~Jonee

On Thu, Mar 23, 2023 at 6:00 PM Owen Shively <oshively@rttma.com> wrote:  
Hey Jonee,

OK! We have some cool images that should make a killer image wall.

Austin Nelson:

<https://www.dropbox.com/s/hel3gsnrrb9cy6m/20210527-0525.jpg?dl=0>

<https://www.dropbox.com/s/ca72r39ptrjui8h/20210527-0739.jpg?dl=0>

Meegan Hodges

PETERSEN000004

<https://www.dropbox.com/s/dhwm5g7e27inhxq/IMG-20210315-MEEGAN.jpg?dl=0>

Kat Bendoza Photos (GNR):

<https://www.dropbox.com/scl/fo/s7i4dxl3k93riddad9y8s/h?dl=0&rlkey=p8hidhyjz2ezqkupm92qy6ymp>

Image: 2L8A0842

Image: 2L8A2820

Image: A94A3756

Image: IMG\_9008

Travis Shinn

<https://www.dropbox.com/s/dmc9h89a5kdlo7f/Slash%20Solo-Travis%20Shinn.jpg?dl=0>

And His hand sketched (by him) logo "Skully"

[https://www.dropbox.com/s/1hzlv8fceuehjl/SLS\\_NewSkully\\_Vectors\\_EJ\\_063014\\_MSTR.ai?dl=0](https://www.dropbox.com/s/1hzlv8fceuehjl/SLS_NewSkully_Vectors_EJ_063014_MSTR.ai?dl=0)

If possible, Slash would love to see a mock-up of the wall.

His management is sending the updated bio shortly

Owen

---

From: Owen Shively <oshively@rttma.com>  
Sent: Monday, March 20, 2023 11:27 AM  
To: Jonathan Eisen <jeisen@petersen.org>  
Subject: Re: Slash @ the Petersen

Hey Jonee,

Correct, I am the current owner of the Slash 991 which is part of why we have easy access to it. His 992 is his primary daily which he uses. I have other cars I can use during the year while it is on display

You can list it however you like if the current ownership is of particular distinction for the exhibition. Everyone who services it calls it "the Slash car." He and I call it The Turbosaurus Rex.

Owen

---

From: Jonathan Eisen <jeisen@petersen.org>  
Sent: Monday, March 20, 2023 11:16 AM  
To: Owen Shively <oshively@rttma.com>  
Subject: Re: Slash @ the Petersen

Thanks Owen. The sooner we can get stuff, the better. I also wanted to confirm that you are the current owner of the 991, is that right? We need to know if we have to say "Owned by Slash," or "Previously Owned by Slash" on any signage.

Best,  
Jonee

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Jonee

On Sun, Mar 19, 2023 at 3:32 PM Owen Shively <oshively@rttma.com> wrote:  
Hey Jonee,

Thanks for sending this over I'll ask him to see if we can't dial in the automotive history.

He might have some input on the career highlights and corrections. For instance he currently tours with Guns N Roses- not the Conspirators (GNR's 2016 tour was the 3<sup>rd</sup> highest grossing music tour of all time at \$584M and 5 million tickets.) <https://loudwire.com/guns-n-roses-not-in-this-lifetime-tour-totals/>, and thinkgs like Grammy award winning artist, 100 Million albums sold, NY Times best selling author... standard career stuff really. Ha.

Other than ne we arent waiting on anything from you. i'll get the images from his publicist ASAP and get them over to you.

Looking forward to bringing it all together

Owen

---

From: Jonathan Eisen <jeisen@petersen.org>  
Sent: Sunday, March 19, 2023 2:10 PM  
To: Owen Shively <oshively@rttma.com>  
Subject: Re: Slash @ the Petersen

Hey Owen-

Here's that bio of Slash we came up with. The curator who wrote this didn't have too much to work with in terms of his car history, so if you have any tidbits, or quotes related to his love of cars, let us know. We're also limited to 250 words on the sign. Was there something else you needed from us? Did he want to see how the car was going to be displayed, or something?

Recognized

as one of the top 100 guitarists of all time by *Rolling Stone* magazine, Slash is one of the most critically acclaimed heavy metal musicians of the modern era. His riff in "Sweet Child of Mine" is one of the most recognizable guitar phrases in rock history. Starting as lead guitarist in Guns N' Roses in 1985 and known for his uniquely lyrical playing style, Slash has indelibly impacted American rock music throughout his musical career. After launching a solo career in 1996, Slash founded the group Velvet Revolver and currently tours with his band Slash featuring Myles Kennedy and the Conspirators.

A big fan of motorsports, especially F1, Slash has owned a number of sports and performance automobiles dating back to his first car, a Honda CR-X. It was replaced by an all black 1966 Corvette that was sold at auction in 2011 with proceeds going to charity. Born in London, Slash moved to Los Angeles when he was

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five. His British roots gave him an affinity for Aston Martins, but when he first drove a Porsche 911 Turbo S, he became hooked on the German make due to its unique combination of both high performance and reliability. Slash has owned several Porsche vehicles including a rare 1989 Speedster—a model manufactured for just one year with only 823 exported to America—which featured an all-black color scheme. Slash has now owned two one-off Porsches built with Porsche Exclusive Manufaktur to custom specifications.

Thanks!  
~Jonee

On Thu, Mar 16, 2023 at 7:16 PM Owen Shively <oshively@rttma.com> wrote:

Hey Jonee,

Still cranking at work here but the day kind of got away. do you have time in the AM to catch up?

Owen

---

From: Owen Shively <oshively@rttma.com>  
Sent: Wednesday, March 15, 2023 10:39 PM  
To: Jonathan Eisen <jeisen@petersen.org>  
Subject: Re: Slash @ the Petersen

Hey Jonee,

No worries It is cool. I can chat tomorrow afternoon. Do you have any time available?

Thanks,

Owen

---

From: Jonathan Eisen <jeisen@petersen.org>  
Sent: Wednesday, March 15, 2023 3:58 PM  
To: Owen Shively <oshively@rttma.com>  
Subject: Re: Slash @ the Petersen

Hi Owen-

Sorry I didn't get back to you sooner. We're pretty busy around here. Are you around tomorrow to talk on the phone? Also, were you going to, or did you ask Slash about doing a quick interview on video? And do you think it's possible to get a photo of him with the car?

Thanks!

~Jonee

On Fri, Mar 10, 2023 at 12:08 PM Owen Shively <oshively@rttma.com> wrote:

Hey Jonee,

Great. We'll target prior to 3/24.

I can chat on Monday or even over the weekend if that is helpful

Owen

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# EXHIBIT 31

October 9, 2023

***PRESERVATION OF EVIDENCE LETTER***

This communication is protected by *California Civil Code §47b*.

Re: *Benzova v. Fernando Lebeis; Team Brazil; Gundam Touring Services LLC; and Guns N' Roses*

To Whom It May Concern:

This office represents Katarina Benzova regarding her claims against Team Brazil, Gundam Touring Services LLC, Guns N' Roses, and Fernando Lebeis (each a defendant, collectively defendants) for at least 155 violations of U.S.C. 17 §§ 106, 12-2, *et seq* in regards to photographic works of authorship registered under VA 2-335-573; VA 2-335-574; and VA 2-332-042. Furthermore, Plaintiff shall bring accompanying actions under *Gov. Code*, §§12940 *et seq*; *California Civil Code (CC)* §51.9; CC §§1571-1575; CC §§1709, 1710; and *Business and Professional Code* §17200.

Please direct all communications to me and refrain from speaking directly with my client on this matter.

Additionally, please provide us with copies of any and all documents signed by our client.

In order to better enable you to preserve evidence related to our claims we will provide a brief summary of the facts supporting those claims. You are obligated to preserve any and all documents, including but not limited to electronic, email, text, chat, IM, DM or any other form of communication that may pertain or relate to these claims or your defenses thereto.

**FACTUAL SUMMARY**

Katarina Benzova, a Slovakian citizen, began working with GNR in 2010 and worked, on and off for them as an independent contractor until 2022. Things went relatively smoothly until 2016, when Fernando Lebeis became GNR manager and the direct proxy that Ms. Benzova reported to and negotiated with.

At this time, disputes and difficulties arising over payment, photo credit, control of photos, and copyright started to become the norm. Oddly- for an organization of such size, sophistication, and magnitude- from 2016 to 2021 Katarina only executed two contracts, covering a leg of a tour in March 2016 to April 2016 and a leg stretching from August 1, 2021 to October 3, 2021. This was not the intent or desire of Ms. Benzova, but rather a decision made by Fernando Lebeis ("Lebeis") and defendants.

In such period, when Katarina was under no written contract, Lebeis abused his position of authority. Not only did he repeatedly lie about ownership of Ms. Benzova's photographs- to her as well as to third parties-Lebeis used Benzova's rightful demands for credit, controlled use, and the desire for profit sharing with third parties as ammunition for his continued course of sexual harassment that he perpetrated from 2016 to 2021.

Lebeis would repeatedly deceive Benzova- psychologically manipulate her- and say they were family and that he owned the photographs she took. Lebeis stated that any traction forward in her career would have to be through him; and Lebeis, on multiple occasions, severely and pervasively pursued my client in a despicable sexual manner. By opposing such unwelcome and severe advances-combined with ongoing disputes regarding ownership, controlled use, and photo credit-Lebeis became more and more hostile against Benzova- using her known demands about the use of her photographs to extort Ms. Benzova for sexual consideration.

All the while, Lebeis hid the fact of non-ownership from Benzova and third parties while he continued to perpetrate serial copyright infringement and sexual harassment. Although discovery is required to reveal the full extent and damages



of the infringement, Lebeis wrote that all his decision-making was all based on a plan and that his principals, Guns N' Roses, knew and were aware of.

Such knowledge of willful infringement is revealed through two legal instruments that were presented to Benzova in 2021 and 2022. At such time defendant's misrepresentations throughout the years came to light, and unsurprisingly, at such point in time, Lebeis, by his own admission, cut ties with Ms. Benzova and blocked access to her own photographs.

We know Benzova was cut off in order for Lebeis to conceal the fact of his serial copyright infringement and sexual harassment. And we are also confident that a Los Angeles jury will conclude that Defendants engaged in unlawful, egregious, and oppressive conduct that was purposefully undertaken in conscious disregard of Ms. Benzova's safety and intellectual property.

**PRESERVATION OF EVIDENCE:**

The purpose of this letter is to request that you take all necessary steps to ensure that Defendant complies with its legal obligation to preserve all materials that may be in its possession, custody, or control and are potentially relevant to the claims and allegations in the lawsuit, which Ms. Benzova intends to file immediately after exhausting administrative remedies. This letter requests that all evidence that pertains or relates to any of the facts or claims delineated in the lawsuit be preserved for discovery in litigation. The legal duty to preserve such material extends to electronic data, which Ms. Benzova considers to be a valuable and irreplaceable source of discovery and/or evidence in this matter.

Please forward this letter to your legal counsel and direct all further questions or correspondence to the undersigned counsel and avoid any direct contact with our client relating to these matters.

**You are hereby on notice** that Ms. Benzova may seek discovery of all computers and computer networks, including any computer used as a server or in a back-up capacity, in Defendant's possession, custody, and control and which contain information relevant to this case. Such computers should not be erased, reformatted or modified in any way (including but not limited to the installation of new or different operating systems and other procedures described below) that



could result in the irretrievable loss of electronically stored information ("ESI") relevant to this lawsuit. If such major reformatting or modification needs to be performed during the pendency of this lawsuit, you should contact us to negotiate an agreement on the procedure to be used to make a mirror-image copy of the hard drive of the computer to be modified, or to take other steps to ensure that all relevant electronic data is preserved in a usable form.

Please note that even if documents or other electronic data fitting the categories described below or otherwise relevant to this lawsuit have been previously deleted or erased, it may still be possible for forensic computer experts to retrieve such deleted or erased files. In addition, please refrain from selecting ESI preservation methods that remove or degrade the ability to search the ESI through electronic means or otherwise make it difficult or onerous to access or use the information in an efficient manner. It could be a violation of Defendant's legal duties to preserve documents if they take any steps which render such previously deleted files more difficult or impossible to recover. Even a computer which you believe to have no relevant information should not be reformatted or altered in such a way as to make deleted electronic data or documents non-recoverable.

The following safeguards for the preservation of electronic evidence are in addition to any steps that Defendant must take to preserve hard copy documentary evidence and are not intended to suggest that only electronic evidence must be preserved. These safeguards are suggested with regard to electronic documents because of the potential ease with which such documents may be modified or destroyed if they are not properly preserved. Please note that the duty to preserve evidence extends to all relevant documents, of whatever nature and description, within Defendant's possession, custody, or control, including but not limited to the following:

1. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) relevant to the allegations set forth in Ms. Benzova's intended lawsuit, as detailed above, or Defendant's defenses thereto;
2. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) relevant to the hiring and work of Ms. Benzova and her relationship with Fernando Lebeis.

3. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to Ms. Benzova's performance; as well as any and all documents, electronic communications, and emails referencing or pertaining to Defendants' purported ownership of photographs in question.
4. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) relevant to the basis for the termination of Ms. Benzova;
5. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to Mr. Lebeis's sexual relationships with other employees, contractors, and/or artists of Defendant.
6. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to Ms. Benzova's copyrights, photographs, reproduction of photographs, distribution of photographs, display of photographs, and authorization of such use of Benzova's photographs and copyrights with Fernando Lebeis, Team Brazil, Gundam, Guns N' Roses, and all and any third party publications- including but not limited to: Classic Rock Magazine; Rolling Stone Magazine; Ultimate Classic Rock Magazine; Stuff Magazine, Mercury Concerts; Igor Miranda Journal; RockAxis; Orbita Rock; Live Nation; The Peterson Car Museum; as well as any all communications regarding photographs, postings, and analytics in connection with the GNR Facebook, Instagram, and Twitter.
7. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to the Nighttrain Subscription website, including but not limited to any and all documents accounting total revenue, costs, digital accounting of impression rates, and number of subscribers from 2016 to 2022.



8. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to Plaintiff's complaints about abusive, sexually inappropriate or dangerous behavior by any Defendant, artists, contractors, or employees, including but not limited to Fernando Lebeis.
9. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to any formal or informal complaints or reports of sexual harassment, and any investigations thereof, against Fernando Lebeis, Gundam, Guns N' Roses, or any member of the 150 person crew within the last ten years;
10. Any and all documents (including, but not limited to, emails, text messages, instant messaging, Snapchats, Instagram, WhatsApp, YouTube or other electronic communications or correspondence, and photos) referencing, pertaining, or relating to Ms. Benzova and her communications with Defendants officers or directors, employees, their agents, or their affiliated companies.

The "custodians" whose potentially relevant ESI and hard-copy files must be preserved include, *but are not limited to*: Fernando Lebeis, any and all members of Team Brazil, any and all members of Gundam LLC, any and all member of Guns N' Roses, and any of Defendants' employees.

Pending further discovery concerning the layout and configuration of Defendant's computers and/or computer systems and pending any agreement of the parties as to preservation of electronic evidence, the following safeguards against destruction of evidence should be maintained until the final resolution of these issues.

1. **Electronically Stored Information to be Preserved:** This list is not exclusive and is intended only to describe the most obvious categories of ESI that should be preserved. At a minimum the following types of ESI should be preserved on any and all computers Defendant owns, uses, or has in its possession, custody or control, in accordance with the steps set forth in paragraphs 2-8 below:

- a. All materials of any kind relevant to Ms. Benzova's work with Defendant;
- b. All electronic mail and information about electronic mail (including message contents, header information, metadata, and logs of electronic mail system usage) pertaining or relating to the information set forth above;
- c. All other digital communications (including voicemail; text messages; instant messages and chats; Facebook and other social media postings and messages; Twitter, Instagram, WhatsApp, YouTube and Snapchat postings and messages) pertaining or relating to the information set forth above;
- d. All databases (including all and fields and structural information in such databases) containing information related to the information set forth above;
- e. All logs of activity on computer systems which may have been used to process or store electronic data pertaining or relating to the information set forth above;
- f. All word processing or other program files and file fragments pertaining or relating to the information set forth above;
- g. With regard to electronic data created by application programs that process financial, accounting and billing information, all electronic data files and file fragments pertaining or relating to the information set forth above;
- h. All files and file fragments containing information from electronic calendars and scheduling programs pertaining or relating to the information set forth above;
- i. All electronic data files and file fragments created or used by electronic spreadsheet programs, where such data files contain or contained information pertaining or relating to the information set forth above;



- j. All electronic training manuals, guidelines, policies and procedures applicable to Defendant's employees/agents/contractors.
  - k. All image and facsimile files pertaining or relating to the information set forth above;
  - l. All sound or video recordings pertaining or relating to the information set forth above; and
  - m. All other electronic data containing and/or pertaining or relating to the information set forth above.
2. **On-Line Data Storage on Mainframes and Minicomputers:** With regard to on-line storage and/or direct access storage devices attached to Defendant's mainframe computers and/or minicomputers: any electronic data files existing at the time of this letter's delivery which meet any criterion set forth in paragraph 1 above should not be modified or deleted unless a true and correct copy of each such electronic data file has been made and steps have been taken to ensure that the copy will be preserved and accessible for purposes of this litigation.
3. **Off-Line Data Storage, Backups and Archives, Floppy Diskettes, Tapes and Other Removable Electronic Media:** With regard to all electronic media used for off-line storage, including magnetic tapes and cartridges and other media that, at the time of this letter's delivery, contained any electronic data meeting the criteria listed in paragraph 1 above: Defendant must stop any activity that may result in the loss of such electronic data, including rotation, destruction overwriting and/or erasure of such media storage in connection with your computer systems, including magnetic tapes and cartridges, magneto-optical disks, floppy diskettes, and all other media, whether used with personal computers, minicomputers or mainframes or other computers, and whether containing backup and/or archive data sets and other electronic data, for all of Defendant's computer systems.
4. **Replacement of Data Storage Devices:** Defendant should not dispose of any electronic data storage devices and/or media, which may be replaced due to failure and/or upgrade and/or other reasons that may contain electronic data meeting the criteria listed in paragraph 1 above.

5. **Fixed Drives on Stand-alone Personal Computers and Network Workstations:** With regard to electronic data meeting any criterion listed in paragraph 1 above, which existed on fixed drives attached to stand-alone microcomputers and/or network workstations at the time of this letter's delivery: Defendant must not alter or erase such electronic data or perform other procedures (such as data compression and disk de-fragmentation or optimization routines) that may impact such data unless a true and correct copy has been made of such active files and of completely restored versions of such deleted electronic files and file fragments, copies have been made of all directory listings (including hidden files) for all directories and subdirectories containing such files, and arrangements have been made to preserve copies in an accessible format during the pendency of this litigation.
6. **Programs and Utilities:** Defendant should preserve copies of all application programs and utilities that may be used to process electronic data covered by this letter.
7. **Log of System Modification:** Defendant should maintain an activity log to document modifications made to any electronic data processing system that may affect the system's capability to process any electronic data meeting the criteria listed in paragraph 1 above, regardless of whether such modifications were made by employees, contractors, vendors and/or any other third-parties.
8. **Evidence Created Subsequent to this Letter:** With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence must not be destroyed and Defendant must take whatever steps are appropriate to avoid destruction of evidence.

Should Defendant fail to properly preserve electronically stored or other information/documents relevant to this lawsuit, Ms. Benzova will seek the maximum possible sanctions for spoliation and destruction of evidence, which can include an adverse jury inference, judgment as a matter of law, monetary fines, and an award of our attorney's fees.

This letter describes some of the evidence Ms. Benzova intends to seek in connection with the lawsuit and suggests steps that Ms. Benzova feels should be taken to preserve such evidence. Depending on the nature of your computers and

computer systems, the acts described in this letter may not be sufficient to fulfill your duty to preserve evidence.

Please confirm by October 31, 2023 that you have taken all steps outlined in this letter to preserve ESI and tangible documents that are potentially relevant to Ms. Benzova's copyright and employment claims.

Do not hesitate to contact me if you would like to discuss any of the foregoing. I look forward to your prompt response.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Zach Rosenblatt', written in a cursive style.

Zach Rosenblatt, Esq.

# EXHIBIT 32



**Katarina Benzova**  
**Photo Credit**

To: Fernando Lebeis, Cc: Liz Colabraro

November 6, 2016 at 2:22 PM  
**Details**

KB

Hi there,

I know we talked about this and I understand the situation about not getting photo credit, but I just saw a post on GNR Instagram and a fan got photo credit for their photos. I don't want to be annoying or anything, but do you think I can get one at least once in a while? I would really appreciate that

Thank you so much

xx

Kat

**Fernando Lebeis**

**Re: Photo Credit**

To: Katarina Benzova, Cc: Liz Colabraro

November 6, 2016 at 2:26 PM  
**Details**

FL

Kat, we own the photos you take and if we print, or give it to publications to print it's GNR's trademark with you being credited appropriately.

Social media is a stupid forum and I won't be adding you, as I told you, you are more special than a stupid handwritten note written by either myself, Liz, gupta and/or crowd surf.

There are millions of people that know you are our photographer and that is what counts. Believe me, just sit back and when the time is right you will be credited to beyond credits.

Promise. Stick with me, I have yet to fuck up.

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

**Re: Photo Credit**

To: Fernando Lebeis

November 6, 2016 at 3:10 PM

KB

Even though its small, it just happens to mean something to me, it makes me feel happy and included. If the social media is just a stupid forum to you is it really that big of a deal to throw my name in there?

I am sickling with you Fernando, I appreciate you so much and you've done so much for me. I just wanted to write you this because I'm not sure you knew how much it means to me on a personal level.

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**KB**

Hi there,

I know we talked about this and I understand the situation about not getting photo credit, but I just saw a post on GNR Instagram and a fan got photo credit for their photos. I don't want to be annoying or anything, but do you think I can get one at least once in a while? I would really appreciate that

Thank you so much

xx

Kat

**Fernando Lebeis**

**Re: Photo Credit**

To: Katarina Benzova, Cc: Liz Colabraro

November 6, 2016 at 2:26 PM

**Details**

**FL**

Kat, we own the photos you take and if we print, or give it to publications to print it's GNR's trademark with you being credited appropriately.

Social media is a stupid forum and I won't be adding you, as I told you, you are more special than a stupid handwritten note written by either myself, Liz, gupta and/or crowd surf.

There are millions of people that know you are our photographer and that is what counts. Believe me, just sit back and when the time is right you will be credited to beyond credits.

Promise. Stick with me, I have yet to fuck up.

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

**Katarina Benzova**

**Re: Photo Credit**

To: Fernando Lebeis

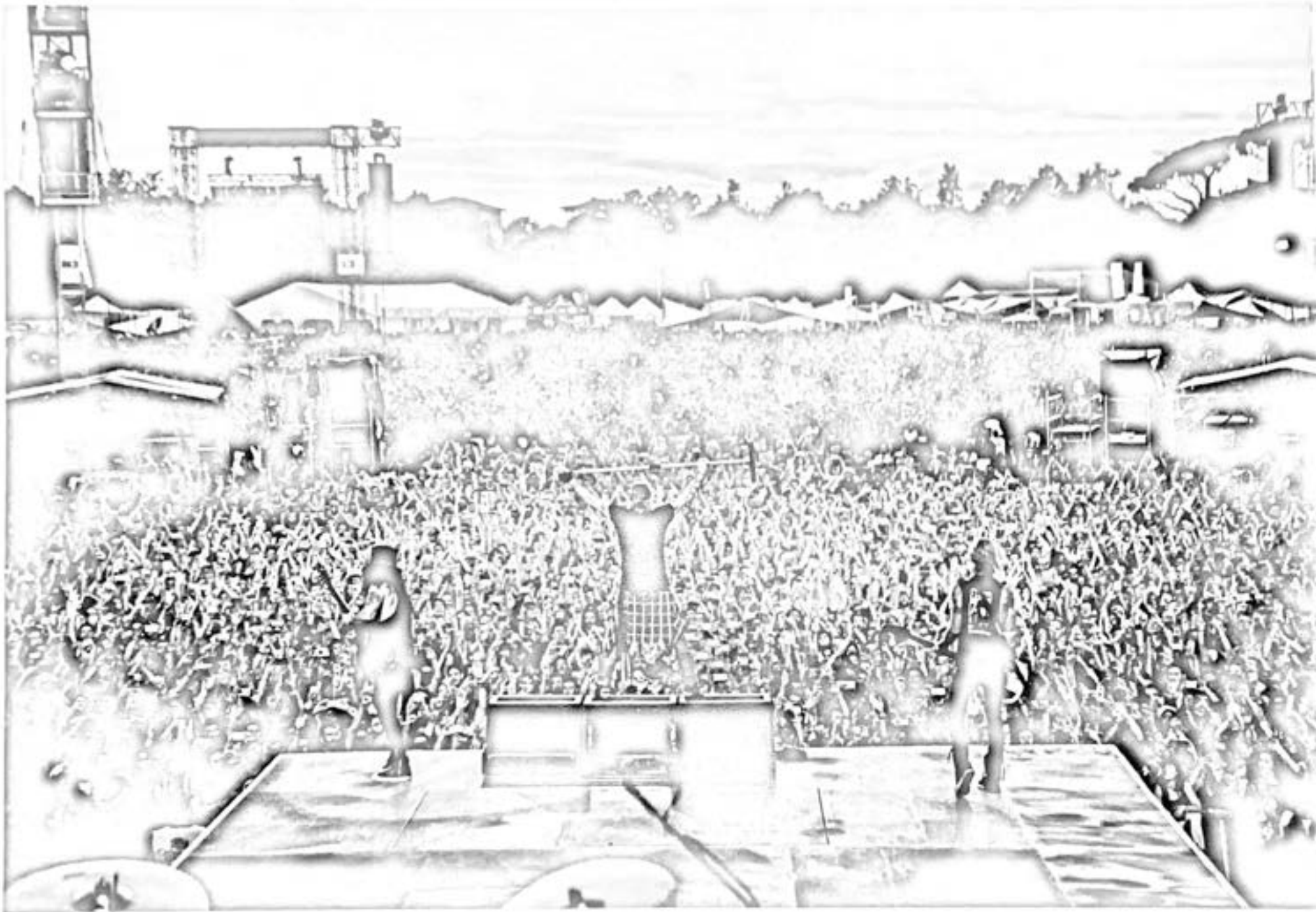
November 6, 2016 at 3:10 PM

**KB**

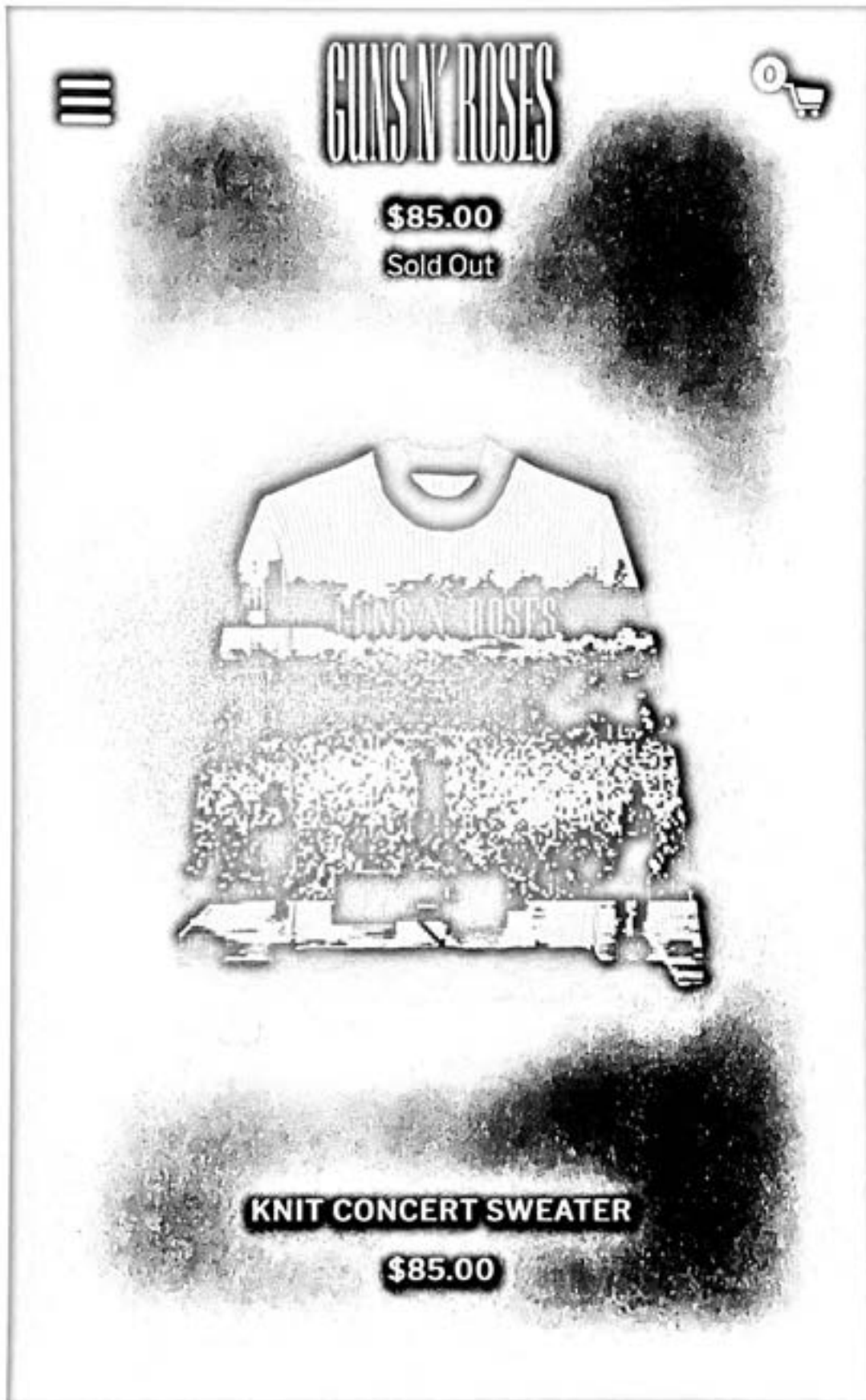
Even though its small, it just happens to mean something to me, it makes me feel happy and included. If the social media is just a stupid forum to you is it really that big of a deal to throw my name in there?

I am sickling with you Fernando, I appreciate you so much and you've done so much for me. I just wanted to write you this because I'm not sure you knew how much it means to me on a personal level.

# EXHIBIT 33









# EXHIBIT 34

**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**CERTIFICATE OF SURRENDER**  
**OUT-OF-STATE CORPORATION**California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 657-5448

For Office Use Only

**-FILED-**

File No.: BA20241950813

Date Filed: 11/4/2024

3167-9577 11/04/2024 6:10 AM Received by California Secretary of State

<b>Corporation Details</b>	
Corporation Name	LEBEIS PUBLISHING, INC.
Entity No.	4245245
Formed In	DELAWARE
<b>Mailing Address for Legal Service of Process</b>	
Address	22450 PHILIPRIM ST. WOODLAND HILLS, CA 91367
Attention	
<b>Required Statements</b>	
The following statements are true:	
1) The corporation surrenders its rights and authority to transact intrastate business in the State of California.	
2) The corporation revokes its designation of agent for service of process in California.	
3) The corporation consents to process against it in any action upon any liability or obligation incurred within the State of California prior to the filing of this Certificate of Surrender may be served upon the California Secretary of State.	
4) All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.	
<b>Electronic Signature</b>	
<input checked="" type="checkbox"/> I am a corporate officer and am authorized to sign on behalf of the out-of-state corporation.	
<u>Fernando Lebeis</u>	<u>11/04/2024</u>
Officer Signature	Date

# EXHIBIT 35

## discovermusic. Guns N' Roses Announce Rescheduled Central And South American Tou...



[SHOP >](#) [NEWS](#) [FEATURES >](#) [ARTISTS](#) [GENRES >](#) [VIDEOS](#) [QUIZZES](#) [WIN](#)

By Tim Peacock

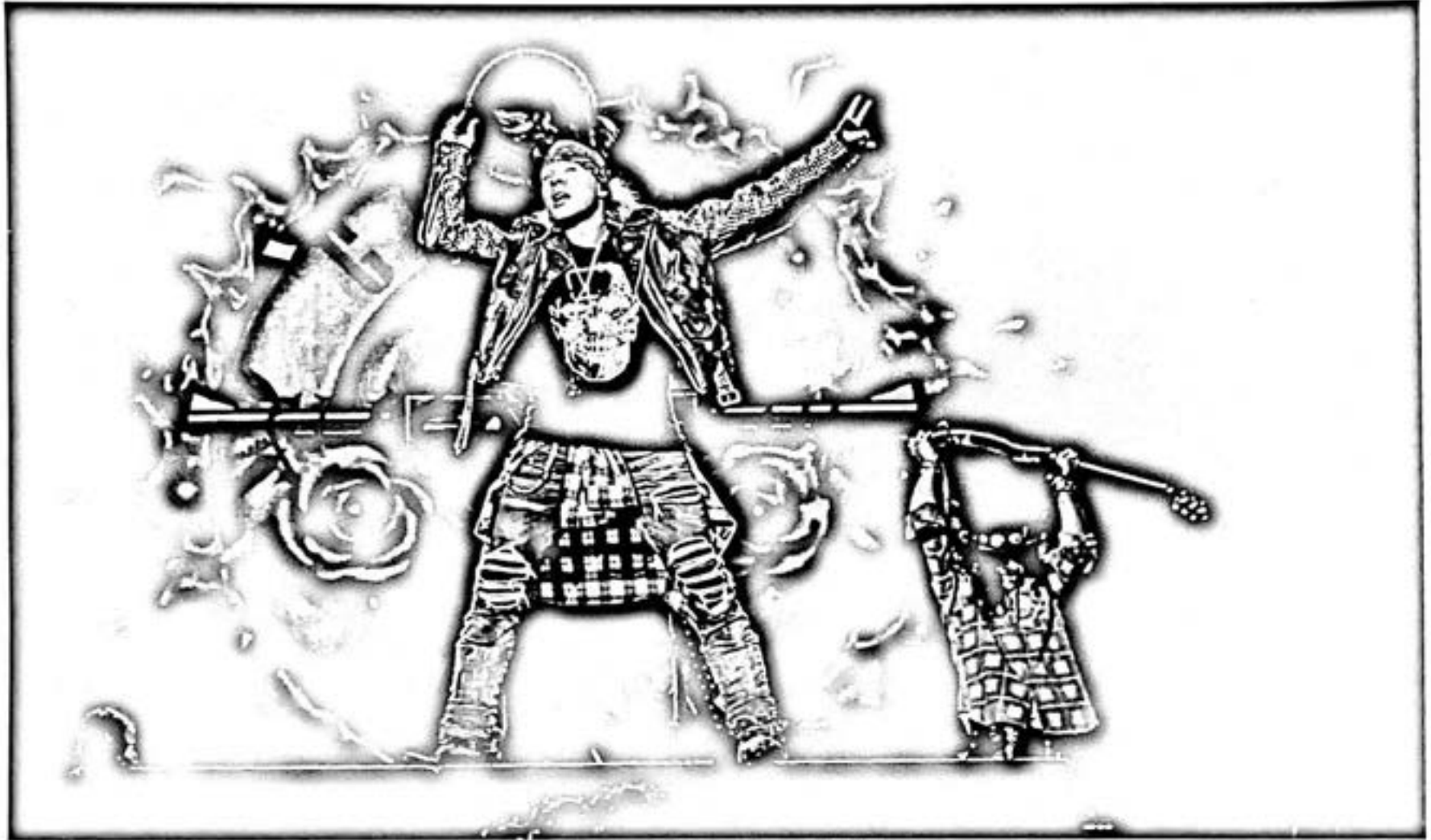
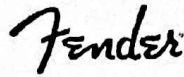


Photo: Katarina Benzova Copyright GNR



Photo: Katarina Benzova Copyright GNR

# EXHIBIT A



**PHOTOGRAPH LICENSE AGREEMENT**

This Photograph License Agreement (the "Agreement") is entered into December 20, 2018, between Fender Musical Instruments Corporation ("FMIC") whose address is 1575 N. Gower St., Suite 170, Los Angeles, CA 90028 and Gundam Marketing LLC ("Photographer").

Photographer, to the extent indicated herein, wholly owns and/or controls the worldwide copyright in and to the photograph identified on Exhibit A attached hereto (the "Photograph"). FMIC is a potential user of the Photograph as part of the Production described below. Photographer is willing to grant to FMIC a license, which will permit FMIC, to use the Photograph for the purposes contemplated, subject to the terms and conditions of this Agreement. In consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows

1. **Use** Fender NAMM Media Preview event in New York City, NY on January 10, 2019 and Fender Trade Show booth at NAMM from January 24, 2019 through January 27, 2019 ("Use")
2. **Intentionally deleted.**
3. **Term** The license granted herein shall be for the following dates:
  - On January 10, 2019, and
  - January 24<sup>th</sup>-27<sup>th</sup>, 2019
6. **Grant Of Rights** Photographer hereby grants to FMIC, its successors and assigns, subject to the terms of this Agreement, a royalty-free, non-exclusive, non-assignable, irrevocable, license and privilege to use the Photograph in connection with the Use (as defined above).
7. **Compensation.** FIVE HUNDRED USD (\$500.00)
8. **Termination** Agreement may only be terminated by either party in the event of a breach of the terms and conditions hereof which has not been cured within thirty (30) days of receiving notice of such breach. All rights of any nature in the Photograph are derived solely from this License, and terminate immediately upon the expiration or cancellation of this License. The license set forth herein will be void if payment is not made upon execution of the license, and a fully executed copy hereof is not returned to Photographer.
9. **Warranties** Photographer represents and warrants that they are the lawful, sole and exclusive owner in every respect of the Photograph free and clear of all liens, security agreements, encumbrances, claims, demand, and charges of every kind whatsoever as of the execution of this Agreement. Photographer further represents and warrants that they have full power and authority to execute this Agreement and the performance of their obligations is duly authorized. Photographer further represents and warrants that the performance of their obligations under this Agreement will not violate or conflict with the terms of any other agreement to which Photographer is a party or by which they are bound. Photographer further represents that they have obtained from all persons who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in any such Photograph, such written and signed licenses, permissions, waivers, and consents (collectively, "Permissions" and each, individually, a "Permission"), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for FMIC to exercise its rights in the Image, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person.
10. **Indemnification** Photographer, their successors and assigns, agrees to defend and indemnify FMIC for any and all costs and expenses, including, but not limited to attorney's fees, to defend the title to FMIC, their successors and assigns, forever against every person lawfully claiming the property described in the Photograph(s), and to take such actions as may be reasonably required to more effectively convey, transfer and vest in FMIC, their successors and assigns, Photographer's interest in the Photograph(s).
11. **Waiver** A waiver by either party of any term or condition of this License, in any instance, shall not be deemed or construed as a waiver of such condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this License shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation, or agreement of either party.
12. **Notices** Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by electronic mail, personal delivery, registered or certified mail, at the respective address set forth on the



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

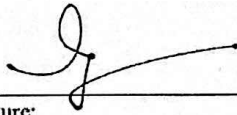
*Fender*

first page hereof. Such notices shall be deemed given when mailed or or delivered by hand, except that notice of change of address shall be effective only from the date of its receipt.

13. **Miscellaneous** This Agreement (a) contains the entire agreement of the parties with respect to the subject matter hereof; (b) supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof; (c) shall be governed by and subject to the laws of the State of California, applicable to agreements made and to be wholly performed within such state; (d) shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; (e) may not be modified or amended except by written agreement executed by both parties. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to binding arbitration in Los Angeles, California, before one arbitrator under the rules and regulations of the American Arbitration Association. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law. If any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party shall keep the specific terms of this Agreement confidential, including the financial terms.

IN WITNESS WHEREOF, the parties have executed this License as of the day and date first above written.

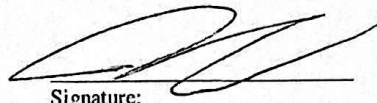
**GUNDAM MARKETING LLC**

Signature: 

Name:

Title:

**FENDER MUSICAL INSTRUMENTS CORPORATION**

Signature: 

Signature:

*Jeremy Taylor*

Name:

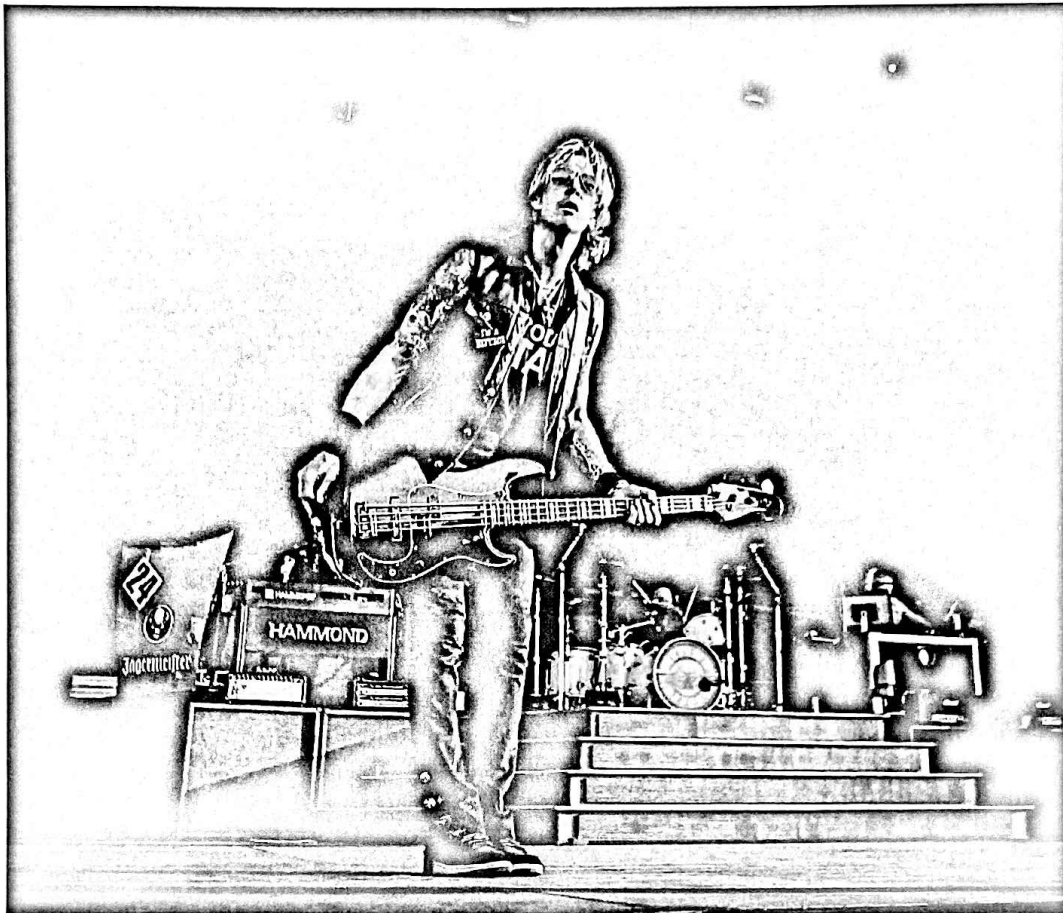
*VP, Creative*

Title:



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

*Fender*  
EXHIBIT A



## Signature Certificate

Document Reference: UZ6JIII3T29E2MZU2K6GRB

RightSignature  
Easy Online Document Signing



Duff  
Party ID: PE7TDMICK429H26GUM2EZ6  
IP Address: 172.116.184.2  
VERIFIED EMAIL: dmckagan@mac.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

0630106104ca03e0951b266482de875dc3826730



### Timestamp

2018-12-21 14:47:28 -0800

2018-12-21 14:47:28 -0800

2018-12-21 14:47:06 -0800

2018-12-20 16:33:50 -0800

### Audit

All parties have signed document. Signed copies sent to: Duff and radioneckmac.com.

Document signed by Duff (dmckagan@mac.com) with drawn signature. - 172.116.184.2

Document viewed by Duff (dmckagan@mac.com). - 172.116.184.2

Document created by radioneckmac.com (radioneck@mac.com). - 71.9.241.37



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

PLAINTIFFS 114

# EXHIBIT B





**COPYRIGHT LICENSE AGREEMENT**

This agreement ("Agreement") is entered into as of the 14 of August, 2017 between Gundum, LLC (hereinafter "Licensor") and Gibson Brands, Inc (together with all of its affiliates and successors hereinafter "Licensee").

**WHEREAS**, Licensor desires to license to Licensee rights and interest in the photographs set forth on Exhibit A of this Agreement ("Works").

**NOW, THEREFORE**, the parties hereto, in consideration of the promises contained herein, and other good and valuable consideration, the receipt of which hereby is acknowledged by each party to the other, hereby agree as follows:

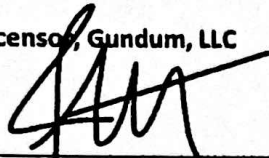
1. The Licensor warrants that he/she is the sole creator and/or owner of all copyrights in the Works, and that he/she has full power to enter into this Agreement and that this Agreement does not infringe the rights of any third party.
2. The parties agree that Licensee is granted an unlimited, perpetual, nonexclusive license to use the Works solely in connection with Slash's role as Brand Ambassador and the marketing of his signature guitars, which includes but is not limited to use on the web, promotional materials, advertisements, premiums and goods therefrom.
3. The parties agree that Licensor shall own the said copyrights in the Works, to benefit and dispose of these rights in any way and at his/her sole discretion, but not in a way which adversely effects any campaign or IP rights, trademarks of Licensee to its underlying IP as seen in the works.
4. The Parties agree that this Agreement shall be binding upon the legal successors and assigns.
5. Either party shall have the right to enforce rights against any third-party infringer of the Works, and the other party shall reasonably cooperate with the enforcing party. The enforcing party shall be entitled to keep all damages collected from a third-party infringer for damages related to the Works.
6. The Licensee agrees to pay Licensor two-thousand dollars (\$2,000) per approved image as set forth on Exhibit A ("Licensing Fee"). Upon payment of said Licensing Fee, no additional monies or consideration will be due or owing to Licensor.
7. This represents the complete agreement between the parties and supersedes any prior or contemporaneous agreement regarding the same.



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

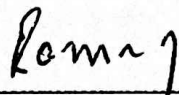
IN WITNESS WHEREOF, the parties have executed the agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms thereof.

Licensor, Gundum, LLC



Authorized signature

Licensee, Gibson Brands, Inc



Authorized signature

**Exhibit A of this Agreement ("Works")**

6 images of Slash (live performance) with his individual guitars

1. Custom Shop – Les Paul Anaconda Burst (Flame-Top)
2. Custom Shop – Les Paul Anaconda Burst (Plain-Top)
3. Custom Shop Firebird – Trans white
4. Custom Shop Firebird – Trans black
5. Custom Shop – First Standard (Aged Replica)
6. Custom Shop – First Standard (Vintage Gloss)

Compensation \$12k (average \$2k per image)

# EXHIBIT C

**Gundam Marketing, LLC**

5950 Canoga Ave., Suite 510  
Woodland Hills, CA 91367

Gibson Brands, Inc

Invoice #GUNDM17-49  
August 15, 2017

---

**INVOICE**

**License Fee for Photographic Images**

**Amount**

- License Fee pursuant to Copyright License Agreement  
dtd 8/14/17

\$12,000.00

Total Due

\$12,000.00

**Remit Payment To:**

Gundam Marketing, LLC  
c/o LL Management  
5950 Canoga Ave., Suite 510  
Woodland Hills, CA 91367  
FEIN#: 81-0714442

**Bank Wire Details:**

City National Bank  
400 N. Roxbury, Suite 500  
Beverly Hills, CA 90210  
Routing #: 122016066  
SWIFT: CINAUS6L  
Website Mgmt Account  
Acct #: 127-228051



# EXHIBIT D

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025

## ERNIE BALL PHOTO LICENSING AGREEMENT

This Photography Licensing Agreement (the "AGREEMENT") is entered into effective this date, **December 18th, 2017** between **Gundam** ("Owner") and **Ernie Ball, Inc** ("Licensor"). All references to the Licensor in this Agreement shall include Licensor's parent companies, affiliates, and subsidiaries.

**Images:** This Agreement applies to Images delivered to the Licensor (collectively known as "IMAGES") attached to this agreement as an exhibit.

**Rights:** All Images and rights relating to them, including copyright and ownership rights, remain the sole and exclusive property of the Owner. This license provides the Licensor with the non-exclusive, right to feature the images in Ernie Ball's worldwide branded marketing, promotional and packaging for electric guitar strings.

**Fee:** \$500

**Term:** 5 years

IN WITNESS WHEREOF, the parties have caused this Photo Licensing Agreement to be duly executed as of the dates written below.

Ernie Ball, Inc.

By: 

Dustin Hinz

Name: \_\_\_\_\_

EVP Marketing

Title: \_\_\_\_\_

Date: 01/30/2018

Owner

By: 

Name: SALLY HUDSON (SLASH)

Title: \_\_\_\_\_

Date: 12.21.17

# EXHIBIT E



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

**johnjuenger@outlook.com**

---

**From:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Sent:** Monday, January 8, 2018 4:46 PM  
**To:** Jeff Varner; Doug Mark; Eric Greenspan  
**Cc:** Fernando Lebeis; Brian Klein  
**Subject:** Re: Ernie Ball photo license request.  
**Attachments:** INV-GUNDM-Ball.pdf

Attached is invoice for this license.

---

**From:** Jeff Varner <varner@revelationmgmt.com>  
**Date:** Monday, December 18, 2017 at 2:51 PM  
**To:** Doug Mark <Doug@markmml.com>, Eric Greenspan <egreenspan@mymangreenspan.com>  
**Cc:** Fernando Lebeis <fernando@teambrazil.com>, Brian Klein <brian@iminmusic.com>, Bernie Gilhuly <bgilhuly@llbizla.com>  
**Subject:** Ernie Ball photo license request.

Enclosed please find a usage/license request from Ernie Ball to use the enclosed image of Slash (taken by Kat, and owned by Gundam) for part of their campaign next year. The copy will change a bit, but the image is the one they'd like to license. Slash has seen the mockup and would like to move forward, so let me know any thoughts, questions, comments. Thank you.

Jeff Varner-Partner  
Revelation Management Group  
8439 W. Sunset Blvd, Suite 303  
Los Angeles, CA 90069  
Ph: 323-432-3219  
[Varner@revelationmgmt.com](mailto:Varner@revelationmgmt.com)  
[www.revelationmgmt.com](http://www.revelationmgmt.com)



**RED LIGHT**  
MANAGEMENT

**CONFIDENTIALITY NOTICE:** This e-mail and any attached documents contain information which is **PRIVILEGED, PROPRIETARY and CONFIDENTIAL**, are protected by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, Federal and State copyright laws, and are intended only for the use of the addressee(s) named herein. No part of this document or any attachments may be reproduced or transmitted without permission from LL Management Group West, Inc. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

## ERNIE BALL PHOTO LICENSING AGREEMENT

This Photography Licensing Agreement (the "AGREEMENT") is entered into effective this date, **December 18th, 2017** between **Gundam** ("Owner") and **Ernie Ball, Inc** ("Licensor"). All references to the Licensor in this Agreement shall include Licensor's parent companies, affiliates, and subsidiaries.

**Images:** This Agreement applies to images delivered to the Licensor (collectively known as "IMAGES") attached to this agreement as an exhibit.

**Rights:** All Images and rights relating to them, including copyright and ownership rights, remain the sole and exclusive property of the Owner. This license provides the Licensor with the non-exclusive, right to feature the images in Ernie Ball's worldwide branded marketing, promotional and packaging for electric guitar strings.

**Fee:** \$500

**Term:** 5 years

IN WITNESS WHEREOF, the parties have caused this Photo Licensing Agreement to be duly executed as of the dates written below.

Ernie Ball, Inc.

By:  \_\_\_\_\_

Dustin Hinz

Name: \_\_\_\_\_

EVP Marketing

Title: \_\_\_\_\_

Date: 01/30/2018

Owner

By:  \_\_\_\_\_

Name: Sarah L. Hudson (SLASH)

Title: \_\_\_\_\_

Date: 12.21.17

**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

**johnjuenger@outlook.com**

---

**From:** Ryan McLain <ryan@ernieball.com>  
**Sent:** Thursday, December 3, 2020 8:28 AM  
**To:** Jeff Varner  
**Cc:** Brian Ball; William Overby; Tim Dove  
**Subject:** Slash Signature Ernie Ball Strings - Creative Review  
**Attachments:** EB\_SLASH-SIGNATURE-STRINGS-CAMPAIGN-OVERVIEW.pdf

Hey Jeff,

Hope you are well. We have creative ready for your approval.

**#1 Video** - Please take a look at the link and let us know if Slash has any changes. Will and the guys did a killer job on this!

Link: <https://vimeo.com/486691445>

Pasword: slinky

**#2 Campaign** - Please see attached PDF of our campaign overview. These are our marketing assets as well as the product detailed page for [ernieball.com](http://ernieball.com).

As of now, we are planning to go live with "preorders" on Monday (Dec 7). We would be shipping product out to customers starting around mid Dec. Digital marketing would start at the launch with paid social, organic social, email, and endemic organic push. We are running print ads in Guitar World and Guitar Player. Guitar World would street first on Dec 29. Guitar Player would street on Jan 12.

This was an ambitious project with a tight deadline, but we are stoked on how it came out. Let us know if we are good to move forward!

Thanks!

- ryan

**Ryan McLain**  
Director of Marketing  
Ernie Ball | Ernie Ball Music Man  
Office 415.785.4117 | Mobile 805.801.4837  
[www.ernieball.com](http://www.ernieball.com) | [www.music-man.com](http://www.music-man.com)

# EXHIBIT F



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

**From:** Jeff Varner <[varner@revelationmgmt.com](mailto:varner@revelationmgmt.com)>  
**Date:** Wednesday, January 3, 2018 at 11:10 AM  
**To:** Bernie Gilhuly <[bgilhuly@llbizla.com](mailto:bgilhuly@llbizla.com)>  
**Subject:** Re: Ernie Ball photo license request.

They just need an invoice made out to Ernie Ball, attn: Dustin Hinz along with a W9. Amount is \$500. If you get that to me I can send over to them. Thanks

Jeff Varner-Partner  
Revelation Management Group  
8439 W. Sunset Blvd, Suite 303  
Los Angeles, CA 90069  
Ph: 323-432-3219  
[Varner@revelationmgmt.com](mailto:Varner@revelationmgmt.com)  
[www.revelationmgmt.com](http://www.revelationmgmt.com)



**RED LIGHT**  
MANAGEMENT

---

**From:** Bernie Gilhuly <[bgilhuly@llbizla.com](mailto:bgilhuly@llbizla.com)>  
**Date:** Tuesday, January 2, 2018 at 1:52 PM  
**To:** Jeff Varner <[varner@revelationmgmt.com](mailto:varner@revelationmgmt.com)>, Fernando Lebeis <[fernando@teambrazil.com](mailto:fernando@teambrazil.com)>  
**Cc:** Doug Mark <[Doug@markmml.com](mailto:Doug@markmml.com)>, Eric Greenspan <[egreenspan@mymangreenspan.com](mailto:egreenspan@mymangreenspan.com)>, Brian Klein <[brian@iminmusic.com](mailto:brian@iminmusic.com)>  
**Subject:** Re: Ernie Ball photo license request.

ok

---

**From:** Jeff Varner <[varner@revelationmgmt.com](mailto:varner@revelationmgmt.com)>  
**Date:** Tuesday, January 2, 2018 at 6:37 AM  
**To:** Fernando Lebeis <[fernando@teambrazil.com](mailto:fernando@teambrazil.com)>  
**Cc:** Doug Mark <[Doug@markmml.com](mailto:Doug@markmml.com)>, Eric Greenspan <[egreenspan@mymangreenspan.com](mailto:egreenspan@mymangreenspan.com)>, Brian Klein <[brian@iminmusic.com](mailto:brian@iminmusic.com)>, Bernie Gilhuly <[bgilhuly@llbizla.com](mailto:bgilhuly@llbizla.com)>  
**Subject:** Re: Ernie Ball photo license request.

HNY! Hope everyone had a nice holiday! Enclosed is a signed copy of the agreement by Slash for the files. Bernie, I will work with you on the invoicing for the fee payment. Thanks

Jeff Varner-Partner



# EXHIBIT G



**From:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Sent:** Wednesday, January 3, 2018 1:54 PM  
**To:** Jeff Varner  
**Subject:** Re: Ernie Ball photo license request.

that's fine. I don't recall the Gibson license but all good. I will send over invoice. thx

---

**From:** Jeff Varner <varner@revelationmgmt.com>  
**Date:** Wednesday, January 3, 2018 at 1:52 PM  
**To:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Subject:** Re: Ernie Ball photo license request.

Well, the photo is technically property of Gundam since Kat shot it. I handled the Gibson license similarly so would like to keep a president here as I think that's the fair/right way to do it regardless of the dollar amount. But, if you'd rather us just deal with it I can of course.

Jeff Varner-Partner  
Revelation Management Group  
8439 W. Sunset Blvd, Suite 303  
Los Angeles, CA 90069  
Ph: 323-432-3219  
[Varner@revelationmgmt.com](mailto:Varner@revelationmgmt.com)  
[www.revelationmgmt.com](http://www.revelationmgmt.com)



**RED LIGHT**  
MANAGEMENT

---

**From:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Date:** Wednesday, January 3, 2018 at 1:40 PM  
**To:** Jeff Varner <varner@revelationmgmt.com>  
**Subject:** Re: Ernie Ball photo license request.

who are they going to be paying? shouldn't slash be invoicing this since its his deal. I am sure all are ok with him using this image outside of Gundam, given the nominal amount involved.

# EXHIBIT H



On Nov 23, 2022, at 2:19 PM, KERRY O'BRIEN <kerry@kob.com.au> wrote:

Thanks Brian that's fantastic.

I can confirm Friday at 10 30am Gold Coast time.

I will organise the call to be connected to Duff by our conference company but I will need a number to connect to, or we could do a zoom with no camera? Which works best for Duff?

No problem about adjusting the questions.

Yes please if you can send a photo or two as a cover option.

Kind regards,

Kerry O'Brien  
Mobile: + 61 418 256 503  
Email: [kerry@kob.com.au](mailto:kerry@kob.com.au)  
Instagram: @kob\_pr  
Website: [www.kobpr.com.au](http://www.kobpr.com.au)

On 23 Nov 2022, at 11:25 pm, Brian Klein <brian@scoutbentertainment.com> wrote:

Hi Kerry. He can make this work on Friday at 1030am (he will still be on Gold Coast time) Do you need a live photo of Duff?

Would it be possible to set up a dial in for this?

Can we replace these questions please? Can you send me the final list before?

- 1.
2. Did the band look for bad press so he could call out local jourmos during Get in the Ring?
3. What were the biggest things you had to overcome to re-join the band and get it back up to max speed?
4. How did you expect those shows to go - and did you expect the tour to go on as long as it did?

Brian Klein  
Scout B Entertainment Inc.

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On Nov 23, 2022, at 4:59 AM, KERRY O'BRIEN <kerry@kob.com.au> wrote:

Hi Brian and Ron,

Our New Zealand publicist Nancy on CC has presented us with a great opportunity for a cover story in New Zealand's highest selling newspaper.

All details are below.

Do you think Duff would consider doing this phone interview before the end of the day Friday?

Kind regards,

Kerry O'Brien  
Mobile: + 61 418 256 503  
Email: [kerry@kob.com.au](mailto:kerry@kob.com.au)  
Instagram: @kob\_pr  
Website: [www.kobpr.com.au](http://www.kobpr.com.au)

Begin forwarded message:

From: Nancy Blackler <nancy@blackoutmusic.co.nz>  
Date: 23 November 2022 at 8:45:35 pm AEDT  
To: KERRY O'BRIEN <kerry@kob.com.au>  
Subject: GUNS N' ROSES - NEW ZEALAND INTERVIEW REQUEST FOR DUFF MCKAGAN

Hi Kerry,

I have one New Zealand interview request for Duff McKagan, for the cover of Sunday Magazine.

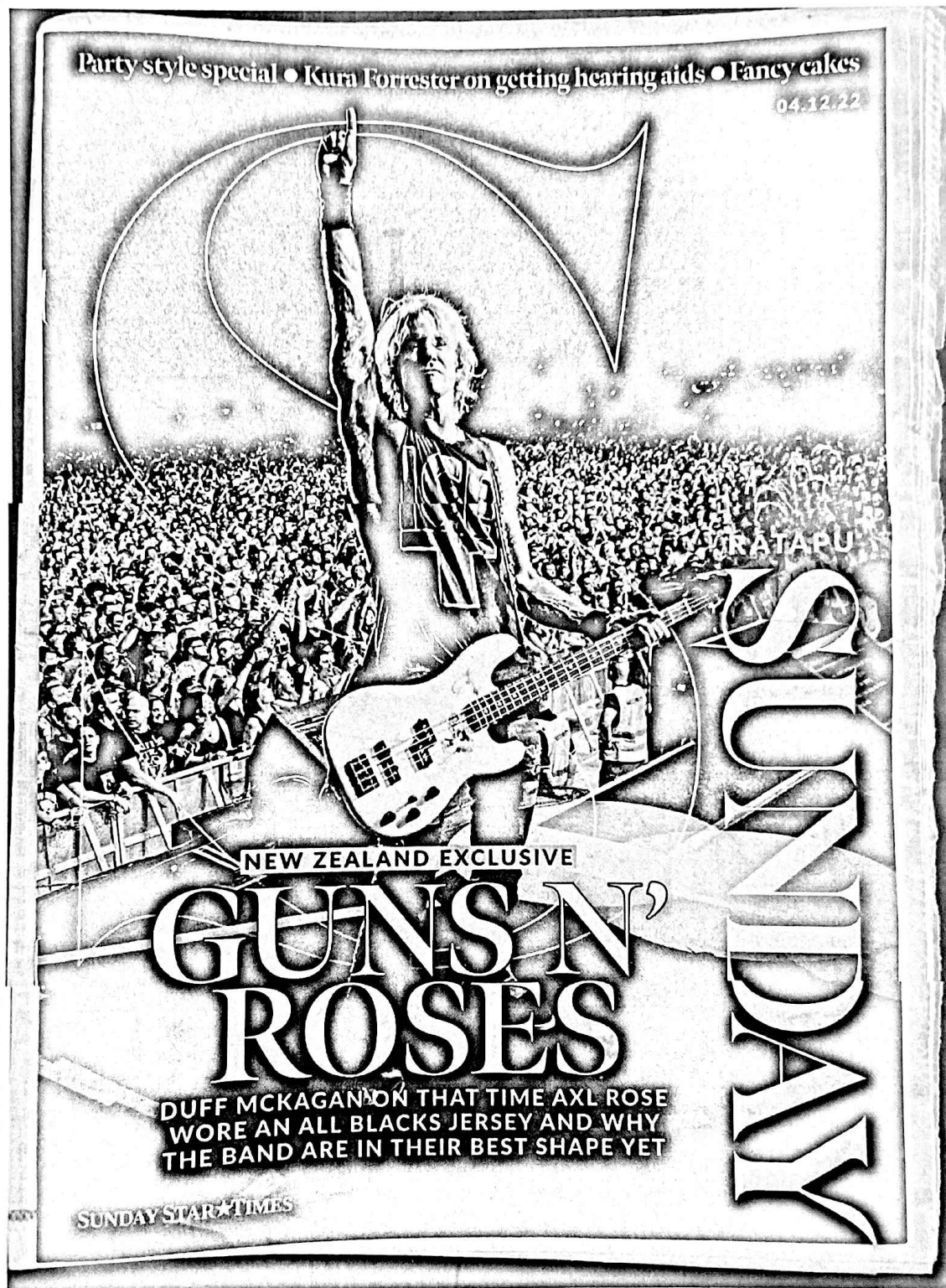
This opportunity has just presented itself - apologies that it requires such a quick turnaround, but hoping that it's possible.

All details below and deadline is 5:00pm, Friday 25 November NZDT.

Let me know if you need anything further.

Thanks Kerry,  
Nancy







**entertainment**  
Celebrities Film Music TV & Radio Games Books Arts Events Stuff to Watch

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## Guns N' Roses on that time Axl Rose wore an All Blacks jersey



In the 90s they were huge, they felt dangerous and excessive. In the band's only New Zealand interview, bassist Duff McKagan shares his own story.

### Gower and Espiner double down with docos on NZ's drug problem



OPINION: They're both well-made, well-presented and important slices of Kiwi TV, but there are definitely differences in their approaches.

### Kura Forrester: 'I just got hearing aids at the ripe old age of 37'



"I've been guessing. I've been really good at lip-reading, and I didn't know that I was," says the Educators actor.

**play stuff**  
  
Watch: Short film 'LARP'  
  
Watch: Short film 'Kava 'o Aotearoa'

**ADVERTISEMENT**  
  


# EXHIBIT I

**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

need a number to connect to, or we could do  
a zoom with no camera? Which works best  
for Duff?

No problem about adjusting the questions.

Yes please if you can send a photo or two as  
a cover option.

Kind regards,

Kerry O'Brien  
Mobile: + 61 418 256 503  
Email: [kerry@kob.com.au](mailto:kerry@kob.com.au)  
Instagram: @kob\_pr  
Website: [www.kobpr.com.au](http://www.kobpr.com.au)

On 23 Nov 2022, at 11:25  
pm, Brian Klein  
<[brian@scoutbentertainment.com](mailto:brian@scoutbentertainment.com)> wrote:

Hi Kerry. He can make  
this work on Friday at  
1030am (he will still be on  
Gold Coast time). Do you  
need a live photo of Duff?

Would it be possible to set  
up a dial in for this?

Can we replace these  
questions please? Can  
you send me the final list  
before?

- 1.
2. Did the band look  
for bad press so  
he could call out  
local journos  
during Get in the  
Ring?
3. What were the  
biggest things  
you had to  
overcome to re-  
join the band and  
get it back up  
to max speed?
4. How did you  
expect those  
shows to go - and  
did you expect  
the tour to go on  
as long as it did?

Brian Klein  
Scout B Entertainment Inc.



# EXHIBIT J



# ERNE BALL SLASH SIGNATURE STRINGS LIMITED EDITION COLLECTORS TIN

HERE'S  
TO FOUR  
DECADES  
OF R&B



**CAMPAIGN  
OVERVIEW**

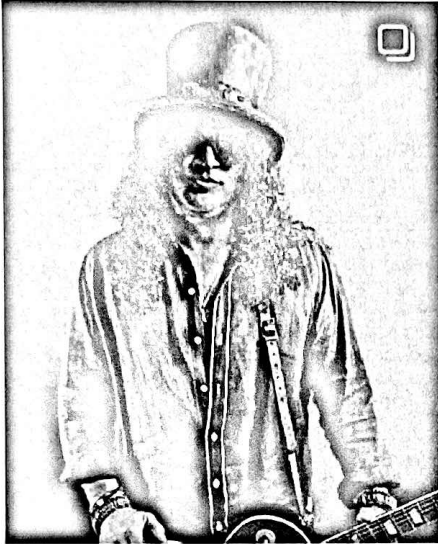


CONFIDENTIAL  
**ERNE BALL**

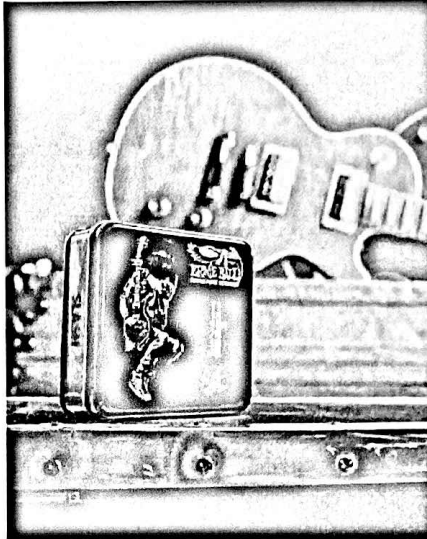
SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025<sup>5</sup>  
**SLASH SIGNATURE STRING SETS**  
CAMPAIGN OVERVIEW

DOMESTIC LAUNCH - 12.07.2020  
INTERNATIONAL LAUNCH - 02.01.2021

Carousel



01 / 03



02 / 03

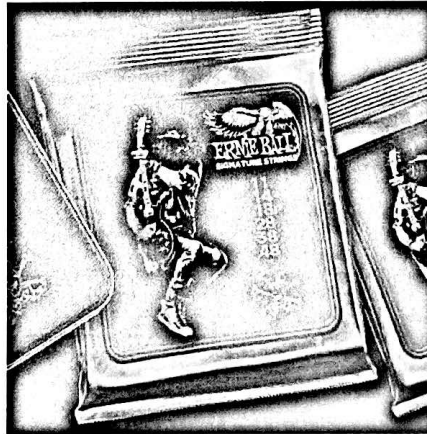


03 / 03

Carousel



01 / 03



02 / 03



03 / 03

# EXHIBIT K



**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

**Gundman Marketing, LLC**  
**DETAIL LEDGER BY JOB FROM Inception TO April 25, 2025**  
 1999 - General Licensing Matters  
 Page 1 12:44:43 25 Apr 2025

<b>JJ ID</b>	<b>Invoice - payee - desc/ Employee - name - desc</b>	<b>Check#</b>	<b>Date</b>	<b>Actual Costs</b>
<b>1107</b>	<b>Licensing Fees-General</b>			
	278 Gibson Brands License Fee: Various images for promotional	1:26*3	02-20-18	(12,000.00)
	407 Ernie Ball RE: Licens fee for Photographic images	1:56*3	01-16-19	(500.00)
	424 Fender Musical Instruments Corp Licens fee for photographic images pursuant to Copyright License Agreement dtd 12/20/18	1:58*3	02-08-19	(500.00)
	<b>* Licensing Fees-General</b>			<u>(13,000.00)</u>
	<b>** General Licensing Matters</b>			<u>(13,000.00)</u>
	<b>*** GRAND TOTAL</b>			<u><u>(13,000.00)</u></u>

**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025****Gundam Marketing, LLC**

5950 Canoga Ave., Suite 510

Woodland Hills, CA 91367

Fender Musical Instruments Corp  
1575 N. Gower St., Suite 170  
Los Angeles, CA 90028

Invoice #GUNDM19-03  
January 8, 2019

---

**INVOICE****License Fee for Photographic Images****Amount**

- License Fee pursuant to Copyright License Agreement  
dtd 12/20/18 (see Attached)

**\$500.00****Total Due****\$500.00****Remit Payment To:**

Gundam Marketing, LLC  
c/o LL Management  
5950 Canoga Ave., Suite 510  
Woodland Hills, CA 91367  
FEIN#: 81-0714442

**Bank Wire Details:**

City National Bank  
400 N. Roxbury, Suite 500  
Beverly Hills, CA 90210  
Routing #: 122016066  
SWIFT: CINAUS6L  
Website Mgmt Account  
Acct #: 127-228051

**CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER PER COURT ORDER DATED APRIL 10, 2025**

[REDACTED]

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**From:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Sent:** Wednesday, January 3, 2018 1:54 PM  
**To:** Jeff Varner  
**Subject:** Re: Ernie Ball photo license request.

that's fine. I don't recall the Gibson license but all good. I will send over invoice. thx

---

**From:** Jeff Varner <varner@revelationmgmt.com>  
**Date:** Wednesday, January 3, 2018 at 1:52 PM  
**To:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Subject:** Re: Ernie Ball photo license request.

Well, the photo is technically property of Gundam since Kat shot it. I handled the Gibson license similarly so would like to keep a president here as I think that's the fair/right way to do it regardless of the dollar amount. But, if you'd rather us just deal with it I can of course.

Jeff Varner-Partner  
Revelation Management Group  
8439 W. Sunset Blvd, Suite 303  
Los Angeles, CA 90069  
Ph: 323-432-3219  
[Varner@revelationmgmt.com](mailto:Varner@revelationmgmt.com)  
[www.revelationmgmt.com](http://www.revelationmgmt.com)



**RED LIGHT**  
MANAGEMENT

---

**From:** Bernie Gilhuly <bgilhuly@llbizla.com>  
**Date:** Wednesday, January 3, 2018 at 1:40 PM  
**To:** Jeff Varner <varner@revelationmgmt.com>  
**Subject:** Re: Ernie Ball photo license request.

who are they going to be paying? shouldn't slash be invoicing this since its his deal. I am sure all are ok with him using this image outside of Gundam, given the nominal amount involved.

APPETITE FOR DISCUSSION  
[www.a-4-d.com](http://www.a-4-d.com)

# EXHIBIT L



Tabs

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Tags

- The Book
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- God's Will
- All Tags...

PLAINTIFFS 85 - CONFIDENTIAL - Subject...

Icons: Grid, Compare, Web, etc.

Search

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[www.a-4-d.com](http://www.a-4-d.com)

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APPETITE FOR DISCUSSION  
[www.a-f-d.com](http://www.a-f-d.com)

# EXHIBIT L







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Tags

- The Book
- Short Sto...
- Bar
- God's Will
- All Tags...

PLAINTIFFS 85 - CONFIDENTIAL - Subject to Protective Order per Court Order									
Name		APPETITE FOR DISCUSSION			Date Modified	Size	^	Kind	
> 2020					Today at 10:43 AM	--		Folder	
> 2021					Today at 10:43 AM	--		Folder	
> 2022					Today at 10:43 AM	--		Folder	
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Re_ Payment Information for Katarina Benzova from Gundam Productions, LLC So America_Mexico 2022 Tour Account.eml					Apr 30, 2025 at 10:08 PM	Zero bytes		Email Message	
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Re_ Signed agreement for North America and South America 2017 5.eml					Apr 30, 2025 at 10:08 PM	Zero bytes		Email Message	
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# EXHIBIT M



GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 1

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3  
4 GUNDAM TOURING SERVICES US LLC; )  
5 GUNDAM PRODUCTIONS, LLC; AND )  
6 WATERHEAD INTERNATIONALL, INC., )  
7 Plaintiff, )  
8 vs. ) Case No.  
9 KATARINA BENZOVA, ) 2:23-cv-08968-FMO-(Ex)  
10 Defendant. )  
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CERTIFIED COPY

13 VIDEOTAPED CERTIFICATE OF NONAPPEARANCE  
14 AND STATEMENT ON THE RECORD  
15 FOR THE DEPOSITION OF AXL ROSE  
16 MONDAY, APRIL 21, 2025  
17 WESTLAKE VILLAGE, CALIFORNIA  
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24 REPORTED BY: MELISSA WALI, CSR NO. 13514

25 J.D. COURT REPORTING, CA FIRM NO. 134

GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 1

1 UNITED STATES DISTRICT COURT  
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7 Plaintiff, )  
8 vs. ) Case No.  
9 KATARINA BENZOVA, ) 2:23-cv-08968-FMO-(Ex)  
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11  
12

CERTIFIED COPY

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17 WESTLAKE VILLAGE, CALIFORNIA  
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24 REPORTED BY: MELISSA WALI, CSR NO. 13514  
25 J.D. COURT REPORTING, CA FIRM NO. 134

GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 2

1 UNITED STATES DISTRICT COURT  
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4 GUNDAM TOURING SERVICES US LLC; )  
5 GUNDAM PRODUCTIONS, LLC; AND )  
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7 Plaintiff, )  
8 vs. ) Case No.  
9 KATARINA BENZOVA, ) 2:23-cv-08968-FMO-(Ex)  
10 Defendant. )  
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Videotaped Certificate of Nonappearance and  
Statement on the Record for the Deposition of Axl Rose by  
Defendant at 4550 East Thousand Oaks Boulevard, Suite 100,  
Westlake Village, California, commencing at 10:44 a.m.,  
Monday, April 21, 2025, before Melissa Wali, CSR No.  
13514.



GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 3

1 A P P E A R A N C E S:

2

3 FOR THE PLAINTIFF (Not Present):

4 GUTMAN LAW  
5 BY: ALAN S. GUTMAN  
6 Attorney at Law  
7 9350 Wilshire Boulevard  
8 Suite 350  
9 Beverly Hills, California 90212  
10 (310) 385-0700  
11 alangutman@gutmanlaw.com

12 FOR THE DEFENDANTS:

13 ZSR LAW  
14 BY: ZACH ROSENBLATT  
15 JAMES ATCHISON  
16 Attorneys at Law  
17 406 Broadway  
18 Suite 125  
19 Santa Monica, California 90401  
20 (310) 529-1213  
21 zachsrosenblatt@gmail.com

22 ALSO PRESENT:

23 ROBERT MACTAVISH, Videographer  
24  
25

GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 4

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I N D E X

CERTIFICATE OF NONAPPEARANCE AND STATEMENT ON THE RECORD	PAGE
By Mr. Rosenblatt	5

E X H I B I T S

NUMBER	DESCRIPTION	PAGE
Exhibit 1	Deposition Subpoena	6
Exhibit 2	Defendant's Proof of Service	6

INFORMATION REQUESTED:

(NONE)

INSTRUCTIONS NOT TO ANSWER:

(NONE)

1 WESTLAKE VILLAGE, CALIFORNIA; MONDAY, APRIL 21, 2025

2 10:44 A.M.

3 -o0o-

4 I, Melissa Wali, a California certified shorthand  
5 Reporter, No. 13514, hereby certify that I am the  
6 certified shorthand reporter who appeared at  
7 4550 East Thousand Oaks Boulevard, Suite 100,  
8 Westlake Village, California, on MONDAY, APRIL 21, 2025,  
9 at 9:45 a.m., for attorney ZACH ROSENBLATT for the purpose  
10 of taking the deposition of AXL ROSE on behalf of the  
11 Defendant; that the Defendant's attorney, the  
12 Videographer, and myself waited until the hour of 10:45  
13 a.m., and the deponent did not appear.

14 Defense attorney, ZACH ROSENBLATT, made the  
15 following statement:

16 THE VIDEOGRAPHER: This is the scheduled date,  
17 time, and place for the deposition of Axl Rose taken on  
18 behalf of the defendant in the matter of Gundam Touring  
19 Services US LLC, et al. versus Benzova, a case pending in  
20 the United States District Court, Central District of  
21 California; Case No. 2:23-cv-08968-FMO (Ex); the location  
22 is 4550 East Thousand Oaks Boulevard, Suite 100,  
23 Westlake Village, California. It is Monday, April 21st,  
24 2025. The time is 10:45.

25 My name is Robert MacTavish with JD Court



GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 6

1 Reporting, Westlake Village, California.

2 Counsel, will you please introduce yourselves and  
3 state your affiliations.

4 MR. ATCHISON: Zach, you go ahead.

5 MR. ROSENBLATT: Zach Rosenblatt appearing on  
6 behalf of Ms. Katarina Benzova, who is defendant,  
7 counterclaimant, and third party plaintiff.

8 MR. ATCHISON: James Atchison, co-counsel  
9 appearing for Katarina Benzova with Zach Rosenblatt.

10 THE VIDEOGRAPHER: Thank you. You may proceed.

11 MR. ROSENBLATT: All right. So, as stated, this  
12 is Zach Rosenblatt appearing for Ms. Katarina Benzova.  
13 We're here for the subpoenaed deposition of Mr. Axl Rose.  
14 Attached as Exhibit 1 is the subpoena for his deposition;  
15 and as Exhibit 2, the proof of service.

16 (Exhibits 1 and 2 were marked for identification  
17 by the court reporter and are attached hereto.)

18 MR. ROSENBLATT: It has now been 45 minutes, and  
19 the deponent has not appeared, and we are proceeding with  
20 a certificate of nonappearance.

21 THE VIDEOGRAPHER: Thank you. Off the record,  
22 Counsel?

23 MR. ROSENBLATT: Off the record. Thank you very  
24 much.

25 THE VIDEOGRAPHER: Thank you.

GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 6

1 Reporting, Westlake Village, California.

2 Counsel, will you please introduce yourselves and  
3 state your affiliations.

4 MR. ATCHISON: Zach, you go ahead.

5 MR. ROSENBLATT: Zach Rosenblatt appearing on  
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8 MR. ATCHISON: James Atchison, co-counsel  
9 appearing for Katarina Benzova with Zach Rosenblatt.

10 THE VIDEOGRAPHER: Thank you. You may proceed.

11 MR. ROSENBLATT: All right. So, as stated, this  
12 is Zach Rosenblatt appearing for Ms. Katarina Benzova.  
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14 Attached as Exhibit 1 is the subpoena for his deposition;  
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18 MR. ROSENBLATT: It has now been 45 minutes, and  
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20 a certificate of nonappearance.

21 THE VIDEOGRAPHER: Thank you. Off the record,  
22 Counsel?

23 MR. ROSENBLATT: Off the record. Thank you very  
24 much.

25 THE VIDEOGRAPHER: Thank you.

GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 7

1 We are off the record at 10:46, including the  
2 recording.

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4 (PROCEEDINGS WERE CONCLUDED AT 10:46 A.M.)  
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GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
ROSE, AXL on 04/21/2025

Page 8

REPORTER'S CERTIFICATE

I, MELISSA WALI, CSR No. 13514, Certified  
Shorthand Reporter, certify:

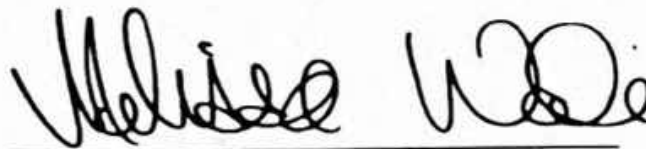
That the foregoing proceedings were taken at the  
location, date, and time therein set forth, at which time,  
the statements made were recorded stenographically by me  
and were thereafter transcribed;

That the foregoing is a true and correct  
transcript of my shorthand notes so taken.

I further certify that I am not a relative or  
employee of any attorney of the parties, nor financially  
interested in the action.

I declare under penalty of perjury under the laws  
of California that the foregoing is true and correct.

Dated this 22nd day of April, 2025.



MELISSA WALI, CSR No. 13514

GUNDAM TOURING SERVICES US LLC vs KATARINA BENZOVA  
LEBEIS, FERNANDO on 04/28/2025

Page 1

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UNITED STATES DISTRICT COURT

2

CENTRAL DISTRICT OF CALIFORNIA

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4 GUNDAM TOURING SERVICES US  
5 LLC; GUNDAM PRODUCTIONS,  
6 LLC; AND WATERHEAD  
7 INTERNATIONAL, INC.,  
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CERTIFIED COPY

Plaintiff,

vs.

KATARINA BENZOVA,

Defendant.  
-----

Case No.

2:23-cv-08968-FMO (Ex)

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12

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TRANSCRIPT OF PROCEEDINGS

14

SCHEDULED DEPOSITION OF FERNANDO LEBEIS

15

VIA VIDEOCONFERENCE

16

MONDAY, APRIL 28, 2025

17

10:00 A.M. - 10:32 A.M.

18

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Reported by:  
Kathy L. Swinhart, CSR  
CA CSR No. 10150

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J.D. COURT REPORTING; File No. 13740





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A P P E A R A N C E S

For the Defendant:

ZSR LAW  
ZACH S. ROSENBLATT, ATTORNEY AT LAW  
406 Broadway, Suite 125  
Santa Monica, California 90401  
(310) 529-1213  
zachsrosenblatt@gmail.com

1	INDEX TO EXHIBITS		
2	EXHIBITS		MARKED
3	Exhibit 1	Notice of Deposition	5
4	Exhibit 2	Proof of Service	5
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1 VIDEOCONFERENCE; MONDAY, APRIL 28, 2025

2 10:00 A.M. - 10:32 A.M.

3 --o0o--

4 MR. ROSENBLATT: It's been 30 minutes. So  
5 this is Zach Rosenblatt for Defendant Katarina Benzova.  
6 We are here for the noticed deposition of Fernando  
7 Lebeis. Attached as Exhibit 1 is the notice of her  
8 deposition, and attached as Exhibit 2 is the proof of  
9 service. It has now been 30 minutes, and the deponent  
10 has been appeared, and we are proceeding with the  
11 certificate of nonappearance.

12 That's it. We're off the record.

13 - - -

14 (Exhibits 1 and 2 marked for identification.)

15 - - -

16 (Whereupon, the proceeding was concluded  
17 at the hour of 10:32 a.m.)

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1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF LOS ANGELES )  
4

5 I, KATHY L. SWINHART, CSR NO. 10150, a  
6 Certified Shorthand Reporter in and for the State of  
7 California, appeared via Zoom teleconference at  
8 10:00 a.m. on Monday, April 28, 2025, to report the  
9 deposition of FERNANDO LEBEIS, noticed by counsel for  
10 Defendant Katarina Benzova, in the above-entitled  
11 cause;

12 That also appearing for the deposition was  
13 Zach S. Rosenblatt, Attorney at Law, of LSR LAW,  
14 counsel for Defendant Katarina Benzova;

15 That at 10:31 a.m., FERNANDO LEBEIS, having  
16 failed to appear, the proceeding was concluded without  
17 reporting the proceeding except as above.

18 Witness my hand this 30th day of April 2025.

19

20

*Kathy Swinhart*

21

22

Certified Shorthand Reporter in  
and for the State of California

23

24

25

1 **Zach Rosenblatt (SNB# 345034)**  
2 **ZSR LAW**  
3 406 Broadway, #125  
4 Santa Monica CA 90401  
5 Telephone: (310)-529-1213  
6 Email: zachrosenblatt@gmail.com  
7 Attorney for Defendant, KATARINA BENZOVA

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **GUNDAM TOURING SERVICES US**  
11 **LLC; GUNDAM PRODUCTIONS,**  
12 **LLC; AND WATERHEAD**  
13 **INTERNATIONALL, INC.,**

14 **Plaintiff,**

15 **vs.**

16 **KATARINA BENZOVA,**

17 **Defendant**  
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Case No.:2:23-cv-08968-FMO (Ex)

**NOTICE OF DEPOSITION OF AXL  
ROSE**

**DATE: April 21, 2025**

**TIME: 10:00 AM**

**PLACE: 4550 E. Thousand Oaks  
Blvd., Ste 100 Westlake Village, CA  
91362**

**Complaint filed: October 24, 2023**

**Discovery Cutoff: April 30, 2025**

**Trial Date: September 16, 2025**



ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 28, 2025, at 10:00 a.m. at  
4550 E. Thousand Oaks Blvd., Ste 100 Westlake Village, CA 91362, Defendant  
Katarina Benzova will take the deposition upon oral examination of Fernando Lebeis  
pursuant to Fed.R.Civ.P. Rule 30.

Said deposition will take place before a certified court reporter and camera  
technician whether in person or appearing remotely and shall be recorded  
stenographically and by videotape. Counsel may also utilize real-time transcription  
services if available. The deposition will be videotaped for use at trial

Dated this March 17, 2025.

/s/ Zach Rosenblatt

Zach Rosenblatt

ZSR LAW

Attorney for KATARINA BENZOVA



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not party to the within action; my business address is 406 Broadway, Suite 125 Santa Monica, CA 90401.

On **March 17, 2025** I served the foregoing document described as **NOTICE OF DEPOSITION OF AXL ROSE** on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Alan S. Gutman  
GUTMAN LAW  
9350 Wilshire Blvd., Ste. 350  
Beverly Hills, CA 90212  
Telephone: 310-385-0700  
Email: alangutman@gutmanlaw.com

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Pacific Palisades, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY PRIORITY MAIL EXPRESS:** I caused the envelope to be deposited in a mailbox, regularly maintained by the United States Postal Service for receipt of express mail, with priority mail express postage paid.

☐ **E-MAIL:** I transmitted the document to which this is attached via email to the email addresses listed above.

☐ **BY PERSONAL SERVICE:** I caused the envelope to be delivered by hand to the offices of the addressee.

☐ **BY FACSIMILE TRANSMITTAL:** I sent by facsimile the above document on at .m. to the facsimile machine number identified above.

Executed on **March 17, 2025** at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  
Zach Rosenblatt



Zach Rosenblatt (SNB# 345034)  
ZSR LAW  
406 Broadway, #125  
Santa Monica CA 90401  
Telephone: (310)-529-1213  
Email: zachrosenblatt@gmail.com  
Attorney for Defendant, KATARINA BENZOVA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES US  
LLC; GUNDAM PRODUCTIONS,  
LLC; AND WATERHEAD  
INTERNATIONALL, INC.,

Plaintiff,

vs.

KATARINA BENZOVA,

Defendant

Case No.:2:23-cv-08968-FMO (Ex)

NOTICE OF DEPOSITION OF  
FERNANDO LEBEIS

DATE: APRIL 28, 2025

TIME: 10:00 AM

PLACE: 4550 E. Thousand Oaks  
Blvd., Ste 100 Westlake Village, CA  
91362

Complaint filed: October 24, 2023

Discovery Cutoff: April 30, 2025

Trial Date: September 16, 2025



TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 21, 2025, at 10:00 a.m. at  
4550 E. Thousand Oaks Blvd., Ste 100 Westlake Village, CA 91362, , Defendant,  
Katarina Benzova will take the deposition upon oral examination of Plaintiff, Axel  
Rose pursuant to Fed.R.Civ.P. Rule 30.

Said deposition will take place before a certified court reporter and camera  
technician whether in person or appearing remotely and shall be recorded  
stenographically and by videotape. Counsel may also utilize real-time transcription  
services if available. The deposition will be videotaped for use at trial.

Dated this March 17, 2025.

/s/ Zach Rosenblatt

Zach Rosenblatt

ZSR LAW

Attorney for KATARINA BENZOVA



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not party to the within action; my business address is 406 Broadway, Suite 125 Santa Monica, CA 90401.

On March 17, 2025 I served the foregoing document described as **NOTICE OF DEPOSITION OF FERNANDO LEBEIS** on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Alan S. Gutman  
GUTMAN LAW  
9350 Wilshire Blvd., Ste. 350  
Beverly Hills, CA 90212  
Telephone: 310-385-0700  
Email: alangutman@gutmanlaw.com

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Pacific Palisades, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY PRIORITY MAIL EXPRESS:** I caused the envelope to be deposited in a mailbox, regularly maintained by the United States Postal Service for receipt of express mail, with priority mail express postage paid.

☐ **E-MAIL:** I transmitted the document to which this is attached via email to the email addresses listed above.

☐ **BY PERSONAL SERVICE:** I caused the envelope to be delivered by hand to the offices of the addressee.

☐ **BY FACSIMILE TRANSMITTAL:** I sent by facsimile the above document on at .m. to the facsimile machine number identified above.

Executed on **March 17, 2025** at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  
Zach Rosenblatt

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Allen S. Gutman  
Gutman Law  
9350 Wilshire Blvd, Ste 350  
Beverly Hills, CA 90212



9590 9402 4394 8248 8312 97

## 2. Article Number (Transfer from service label)

9589 0710 5270 0212 2244 20

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail  
Mail Restricted Delivery  
20



Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to:

Allen S. Gutman  
Gutman L&W  
6350 Wilshire Blvd, Ste 350  
Beverly Hills, CA 90212



9590 9402 4394 8248 8312 97

2 Article Number (Transfer from service label)

9589 0710 5270 0212 2244 20

Mail  
Mail Restricted Delivery

A. Signature

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

A. Gutman

C. Date of Delivery

3-25-75

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |